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NUNAVUT HOUSING CORPORATION

**2013-2014 and 2014-2015 CONSTRUCTION
PUBLIC HOUSING PROGRAM**

~ REQUEST FOR PROPOSALS ~

**DESIGN, SUPPLY, SHIP
AND ERECT**

IQALUIT 30 UNITS



NUNAVUT HOUSING CORPORATION

REQUEST FOR PROPOSALS

Hon. Peter Taptuna, Minister

**2013-2014 and 2014-2015 CONSTRUCTION
PUBLIC HOUSING PROGRAM**

IQALUIT THIRTY UNIT APARTMENT COMPLEX DESIGN, SUPPLY, SHIP AND ERECT

To obtain documents "RFP DSSE IQ 30"
please direct all requests to:

<http://www.nunavuttenders.ca/>

Direct all enquiries by e-mail only before July 11, 2013 to:

dhutton@gov.nu.ca

and thereafter to:

jhatfield@gov.nu.ca

Proposals will be received before 16:00 hours August 30, 2013 at:

Nunavut Housing Corporation
Directorate Office, Building 1553 Iqaluit (Second Floor)
P.O. Box 1000 Stn. 1400 Iqaluit, NU, X0A 0H0
Attention: Don Hutton

For purposes of this Request for Proposals the provisions of the
Nunavummi Nangminiqaqtunik Ikajuuti (NNI) Policy will apply.

REQUEST FOR PROPOSALS
2013-2014 and 2014-2015
PUBLIC HOUSING PROGRAM - 30 UNITS
IQALUIT, NUNAVUT
DESIGN, SUPPLY, SHIP AND ERECT

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May 2013

The Nunavut Housing Corporation (NHC) is requesting Proposals from qualified proponents for the provision of the goods and services outlined in the Request.

INSTRUCTIONS TO PROPONENTS

1. Proposals must be received before the time and date stated in the advertisement at:

Nunavut Housing Corporation Directorate Office P.O. Box 1000, Station 1400 Iqaluit, NU, X0A 0H0 Attention: D. Hutton Facsimile Number (867) 979-4194
--

Proposals received after the exact time and date noted above will be rejected.

The original and three copies are to be submitted, quoting "RFP DSSE IQ 30" with the closing date and proponent's name on the outside of the envelope.

After the closing, only the identity and addresses of the proponents will be posted.

2. The NHC will not be responsible for any proposal that:
 - Does not indicate "RFP DSSE IQ 30", closing date and proponent's name, on the outside of the envelope; and
 - Is delivered to any address other than that provided above.
3. Facsimile transmitted proposals will not be accepted.
4. All questions or enquiries concerning this Request for Proposals must be in writing and must be submitted to those noted in the advertisement no later than five (5) calendar days prior to the proposal deadline. Verbal responses to any enquiry cannot be relied upon and are not binding on either party.
5. This is not a Request for Tenders or otherwise an offer. The NHC is not bound to accept the Proposal that provides for the lowest cost or price to the NHC nor any proposal submitted.
6. If a contract is awarded as a result of this request for proposals, it shall be awarded to the proponent who is responsible and whose proposal provides the best potential value to the NHC. Responsible means the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure performance of the contract obligations.

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INSTRUCTIONS TO PROPONENTS (continued)

7. Notice in writing to a proponent and the subsequent execution of a written agreement shall constitute the making of a contract. No proponent shall acquire any legal or equitable rights or privileges whatsoever until the contract is signed.
8. The contract will contain the relevant provisions of this Request for Proposals, the accepted proposal as well as such other terms as may be mutually agreed upon, whether arising from the accepted proposal or as a result of any negotiations prior or subsequent thereto. The NHC reserves the right to negotiate modifications with any proponent who has submitted a proposal.
9. In the event of any inconsistency between this Request for Proposal and the ensuing contract, the contract shall govern.
10. The NHC has the right to cancel this Request for Proposals at any time and to reissue it for any reason whatsoever, without incurring any liability and no proponent will have any claim against the NHC as a consequence.
11. Any amendments made by the NHC to the Request for Proposals will be issued in writing and sent to all who have received the documents.
12. The NHC is not liable for any costs of preparation or presentation of proposals.
13. An evaluation committee will review each proposal. The NHC reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria.
14. Proponents may amend their proposal up to the closing date and time by facsimile. But after the closing date and time a proposal may not be amended, but may be withdrawn by the proponent at any time prior to acceptance.
15. The Access to Information and Protection of Privacy Act will define the Contract Authority's responsibilities with respect to any information received by it pursuant to the RFP process.
16. One of the priorities of the NHC is to ensure Inuit, Local, and Nunavut businesses supply materials, equipment, and services, and that Inuit, Local and Nunavut labour is used to the fullest extent practical on any NHC contract. Refer to the section in this RFP entitled "Nunavummi Nangminiaqtunik Ikajutti (NNI) Requirements and Considerations".
17. Proposals may be short listed. Proponents who are short listed may be requested to make a formal presentation. Such presentations shall be made at the cost of the proponent.
18. The proposal and accompanying documentation submitted by the proponents are the property of the NHC and will not be returned.

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PROFORMA AGREEMENT

The Proforma Agreement included in this RFP outlines key contractual requirements of the NHC which are considered important to the NHC and will be substantially incorporated into any resultant contract.

SUBMISSION REQUIREMENTS

1. Provide confirmation in a covering letter for the proposal that all project requirements are met. If not met, detail those areas not met.
2. Complete the "Mandatory Proposal Form".
3. Conform to the requirements of the Instructions To Proponents and Technical and Area Requirements.
4. Structure the Technical aspects of proposals to conform to the first nine major headings in the Technical and Area Requirements.
5. Provide names of consulting firms and major sub-trades.

COMPANY AND PERSONNEL INFORMATION

1. Provide a description of involvement in similar projects. For the past three similar projects completed, provide and name of the company, contact person's name and contact information including e-mail address and telephone number.
2. Provide names and resumes of principles involved in management, design and production. If design is commissioned provide the name of the firm engaged for architectural and engineering work.

REQUIREMENTS AFTER AWARD OF CONTRACT

1. The successful proponent will be required to provide to the NHC, within 30 days of the acceptance of their proposal, contract security, insurance and Workers' Compensation coverage as stated in the appended Proforma Agreement.
2. There will be a 10% holdback from payments as stated in the appended Proforma Agreement.
3. A pre-construction meeting involving all parties will be called by the Nunavut Housing Corporation upon award of the contract and prior to commencement of construction.
4. Refer to Technical and Area Requirements for required submissions before and after award of contract.

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WARRANTY

The contractor shall, at its own expense, rectify and make good any defect or fault that appears in the work or comes to the attention of the Owner within 12 months from the date of the Certificate of Interim Completion or the date of the Certificate of Final Completion whichever is issued first. Such warranty work shall be completed within the time stipulated by the Owner.

FULL DISCLOSURE

Proponents are advised that the following will apply prior to execution of a contract with the Nunavut Housing Corporation. Such full disclosure is not required prior to the close of the Request for Proposals but will be required prior to the execution of a contract.

The integrity of the Nunavut Housing Corporation's activities is dependent on the avoidance of conflicts of interest or the appearance thereof. The requirements of this clause reflect the Nunavut Housing Corporation's continued efforts to ensure that its activities are in adherence with the Government of Nunavut's conflict of interest and procurement policies.

Prior to entering into a contractual agreement with the Nunavut Housing Corporation for the provision of goods and/or services, the contracting party must fully disclose any interest of any kind in an asset, situation, or a business operation having links, direct or indirect, to the Nunavut Housing Corporation; including links to Nunavut Housing Corporation current and past employees and consultants and their immediate family members.

Links include, but are not limited to, ownership interest, family relations, share holdings, partnership interest, directorships, associations, consulting agreements, leadership roles, employment and contractual arrangements. This includes links with companies and organizations which in turn have links with current and past Nunavut Housing Corporation employees and consultants and their immediate family members.

Failure to fully disclose any such interest that is known or, in the circumstances, ought reasonably to have been known, shall constitute a material breach of any contract entered into with the Nunavut Housing Corporation and shall entitle the Nunavut Housing Corporation to terminate the contract.

Any interests disclosed pursuant to this requirement shall be maintained by the Nunavut Housing Corporation and shall be subject to Government of Nunavut Access to Information / Protection of Privacy legislation restrictions.

END OF INSTRUCTIONS TO PROPONENTS

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TRAINING PLAN FOR INUIT WORKERS

In accordance with the NNI, where the labour component of a project exceeds \$300,000.00, a detailed training plan for Inuit workers must be submitted. Proponents need not submit a training plan with their proposal but the successful proponent will be required to submit this plan should a contract be awarded.

The training plan will be due one month after award; no work shall be allowed to commence pending receipt of this training plan.

The goal of any training plan must be to ensure learning and the acquisition of knowledge specific to the development of housing through detailed instruction and meaningful work experience.

The contractor must illustrate in the training plan how Inuit workers will be instructed and meaningfully involved in some or all areas of development of this project comprised of design, procurement, logistics and construction. Specify the assignment of meaningful tasks wherever possible. Address how sufficiently detailed and specific instruction will result in knowledge applicable to the development of housing.

In addition to elements of this development preceding site work, training emphasis may be placed on any or all of the trades as deemed most suitable.

Contractors are to consider the following in the development, writing, approval and successful implementation of their training plan:

- The contractor's construction history in the project community.
- The contractor's training history and accomplishments in the project community.
- The contractor's experience in Nunavut communities dealing with Hamlet Offices, Community Manpower Representatives, Economic Development Officers, Local Housing Organizations and the local high school in their search for Inuit workers.
- Names of prospective Inuit workers where known.
- Measurable goals and objectives.
- Advice to Inuit workers on the procedure to enter an apprenticeship program if required.
- The contractor's methodology in determining available Inuit community manpower including Inuit apprentices and journeymen and those with experience as labourers.
- The successful proponent is to include in its training plan how and when Inuit workers will be instructed by the General Contractor and Sub-trades in:
 - The importance of attendance and punctuality and how it can work to their advantage and lead to advancement;
 - The nature of the project;
 - Logistics over land from the high water mark and the staging of material on site and material control and security;

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TRAINING PLAN FOR INUIT WORKERS (continued)

- The layout of the project in accordance with the site plan;
- The placement of the site office;
- The construction schedule, the scheduled architectural, structural, mechanical and electrical building components within it and how the construction schedule will be met;
- The manpower required to complete the project in accordance with the construction schedule and the various skilled and unskilled labour requirements to complete the project;
- The importance and promotion of general safety, safe building practices, safety attire and safe working conditions;
- The safe use and operation of hand tools and power tools;
- The intolerance of substance abuse;
- The assembly of the work by the various disciplines throughout the duration of the project to allow all workers to become familiar with the progression of the work and what is required to maintain the schedule;
- The sequencing of architectural, structural, mechanical and electrical (ASME) components;
- The rough-in and finishing stages of mechanical and electrical work;
- Assemblies of walls, floors and roofs and how the differing assemblies relate to the drawings;
- The involvement and participation of Inuit workers during NHC inspections, the importance of inspection and how payment is dependent on inspections;
- Layout of internal partitions;
- The organization and assembly of the drawings and purpose of the ASME drawings and specifications;
- Daily or weekly site meetings to discuss safety, work completed, daily or weekly goals and objectives and progress compared to the construction schedule;
- The contractor's successes and failures in prior Inuit training initiatives;

NUNAVUMMI NANGMINIQAQTUNIK IKAJUUTI (NNI POLICY) REQUIREMENTS AND CONSIDERATIONS

1. INTRODUCTION

This Section entitled "NNI Requirements and Considerations" is organized As follows:

1. Introduction
2. Contractor's Obligation to Provide Inuit Content
3. Requirements
4. Failure to Achieve Inuit Content Requirements
5. Indemnification
6. Waiver of Inuit Content Requirements
7. Inuit Labour and Required Payroll Percentage
8. Failure to Comply With Proposed Inuit, Local and Nunavut Content.

The NNI Policy applies to this Request for Proposals and any resulting Contract.

One of the priorities of the NHC is to ensure Inuit, Local, and Nunavut businesses supply materials, equipment, and services, and that Inuit, Local and Nunavut labour is used to the fullest extent practical on any NHC contract.

Therefore, the Nunavummi Nangminiqagtunik Ikajuuti (NNI Policy) applies to this Request for Proposals. To receive the benefits of this Policy, proponents are required to identify cost components for Inuit, Nunavut and Local content including the names of any subcontractors, suppliers, and the residency of project team members or other labour proposed to carry out the work. Consideration will also be given for the proponent's Inuit Firm and/or Nunavut Business status under the NNI.

In compliance with Article 24 of the Nunavut Land Claims Agreement, the NHC will provide consideration for the use of Inuit firms' goods and services, and for Inuit labour. Proponents should describe fully the proposed Inuit content. This Inuit content will be the percentage of work completed by an Inuit firm listed on the registry of Inuit firms available from Nunavut Tunngavik Inc. (NTI) and the amount of Inuit employment created.

Proponents can obtain information about the NNI Policy from the GN's NNI Policy Secretariat at telephone (867) 975-7837, fax. (867) 975-7870. A registry of GN approved Nunavut Businesses can be accessed at the website www.nni.gov.nu.ca/search. A listing of Nunavut Tunngavik Inc. (NTI) approved Inuit Firms can be accessed at the website www.inuitfirm.com.

Proponents must be aware that the NNI Policy can work to their advantage through:

- Inuit, Nunavut and local adjustments to their Appendix B-2, and
- Bonuses with respect to Inuit employment as noted in the NNI Policy and this document.

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NUNAVUMMI NANGMINIQAQTUNIK IKAJUUTI (NNI POLICY) REQUIREMENTS AND CONSIDERATIONS

INTRODUCTION (continued)

Proponents must also be aware that the NNI Policy can work to their disadvantage through:

- Penalties imposed for failure to meet the required levels of payroll and of non-payroll as committed to on Appendix B-2 and as required by this document.

Accordingly, careful consideration must be made when completing all entries on Appendix B-2 and all entries for expenditures must show suppliers' full and proper names as listed in the NNI and NTI data bases.

Carefully read and understand "Filling Out Appendix B-2", the NNI Policy, NNI Interpretive Bulletin 1, this section, the Terms of Payment and the Supplementary Terms of Payment.

Appendix B-2 must be completed and submitted with the proposal in order to receive consideration under the NNI.

Appendix B-2 completed with values that are clearly not achievable in any or all categories will be rejected in its entirety and no adjustments will be provided.

1. CONTRACTOR'S OBLIGATIONS TO PROVIDE INUIT CONTENT

.1 GENERAL

This proposal call pertains to work in Nunavut and contains provisions regarding minimum prescribed levels of Inuit Labour that must be met or exceeded in the performance of the work. The requirements set out in this document to meet minimum prescribed levels of Inuit Labour are a fundamental term of the contract. The minimum prescribed level of Inuit Labour shall be complied with.

If the amount of Inuit Labour identified by the proponent on Appendix B-2 of the proposal is less than the proposal requirements, a qualification to the proposal submission by the proponent would result and can cause the proposal to be considered non-responsive.

Where the percentage of Inuit labour achieved differs from the percentage prescribed, a bonus or penalty will be assessed in accordance with the NNI Policy, specifically Articles 12.3 and 12.4 of the Policy. A bonus for exceeding the minimum prescribed percentage of Inuit Labour will be paid, and a penalty will be imposed where the minimum prescribed percentage of Inuit labour is not met.

"Inuit Labour" and "Inuit Goods and Services" identified on Appendix B-2 shall receive a bid adjustment in accordance with the NNI Policy and the adjustment percentages will be dictated by the appropriate amounts indicated on Appendix B-2. "Inuit Goods and Services" means "Inuit Content" as defined in the Nunavummi Nangminiqagtunik Ikajuuti (NNI) Policy definition appendix; the NNI Policy may be accessed at <http://www.nni.gov.nu.ca>

NUNAVUMMI NANGMINIQAQTUNIK IKAJUUTI (NNI POLICY) REQUIREMENTS AND CONSIDERATIONS

.1 GENERAL (continued)

Damages as described below may apply if the Inuit Labour and/or Inuit Goods and Services proposed on Appendix B-2 forms are not met.

In addition, if the minimum prescribed levels of Inuit Labour identified below are not met, then for future proposals where there are similar prescribed minimum levels for Inuit Labour, the Contractor may be deemed "not responsible" (as defined in the Government Contract Regulations).

.2 DEFINITIONS

.1 "Inuit (singular Inuk)" means a person described in Article 1.1.1 of the Nunavut Land Claims Agreement (NLCA) and who has enrolled himself or herself on the Inuit Enrolment List under Article 35 of the NLCA.

.2 "Inuit firm" means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and which is:

- .1 a limited company with at least 51% of the company's voting shares beneficially owned by Inuit, or
- .2 a cooperative controlled by Inuit, or
- .3 an Inuk sole proprietorship or partnership; and
- .4 is included on Nunavut Tunngavik Inc. (NTI)'s Inuit Firms Registry

.3 "Labour"

For the purpose of this contract and specifically this Section, "Labour" means the Labour (including Inuit labour) used on the job in any capacity and including, for example, trades people, administrative staff and professional staff whether in a head office or in a site office and attributable to this project. "Inuit Labour" refers to the status of employees and may be directly provided by the general contractor or indirectly through a sub contractor, and is not necessarily provided through an Inuit Firm.

.4 "Goods and Services"

For the purpose of this contract and specifically this Section, "Goods and Services" means the entire dollar value of the Work including Labour. For further clarification "Inuit Goods and Services" includes all labour of Inuit firms attributable to and paid from the Contract. "Inuit Goods and Services" are to have the same meaning as the term "Inuit Content" used in this Section and any resultant contract.

NUNAVUMMI NANGMINIQAQTUNIK IKAJUUTI (NNI POLICY) REQUIREMENTS AND CONSIDERATIONS

.2 DEFINITIONS (continued)

.5 "Inuit Content"

"Inuit Content" is defined as the dollar value of the goods and services required by the Contract supplied by any Inuit Firm or Inuit sole proprietorship and Inuit Labour. Inuit Content may include:

- i. goods and services supplied by an Inuit Firm or Inuit supplier acting as the General Contractor. These are referred to as "own forces";
- ii. goods and services supplied by an Inuit Firm or Inuit supplier so long as these goods and services are required for the completion of the Contract and are paid for by the Contract.
- iii. Inuit labour by an Inuit Firm or a non-Inuit Firm.

.6 "Local"

For purposes of this Proposal, "Local" shall be considered to be the community in which the Work is undertaken unless noted otherwise in these Proposal Documents.

3.0 REQUIREMENTS

- .1 The Contractor shall maximize the value of Inuit Labour and Inuit Goods and Services and shall meet or exceed the Inuit Labour minimum level identified in this Section when submitting a proposal. In the performance of the work, the Contractor shall meet or exceed the amounts proposed on Appendix B-2.
- .2 The Contractors shall submit records on a monthly basis, or as specified, indicating the amount of Inuit Labour and Inuit Goods and Services used. No payment shall be due or payable to the Contractor if the Contractor fails to supply these reports to the Owner.
- .3 Appendix B-2 will be made available in Excel to proponents who request it

4.0 FAILURE TO ACHIEVE INUIT CONTENT REQUIREMENTS

In addition to the bonus or penalty prescribed by the Nunavummi Nangminiqagtunik Ikajuuti (NNI) Policy for exceeding or not meeting the minimum prescribed Inuit Labour percentage set out in this Section; the following damages may apply for not meeting Inuit Labour and /or Inuit Goods and Services requirements:

- .1 There is a requirement to provide no less than the levels of Inuit Labour (payroll) and Inuit Goods and Services (non-payroll) proposed by the Proponent on Appendix B-2. Failure to meet this requirement by achieving the levels proposed may result in the Owner applying damages described in this Section.

NUNAVUMMI NANGMINIQAQTUNIK IKAJUUTI (NNI POLICY) REQUIREMENTS AND CONSIDERATIONS

4.0 FAILURE TO ACHIEVE INUIT CONTENT REQUIREMENTS (continued)

- .2 Additionally, the Owner may deem the Contractor to be "not responsible" (as defined in the Government Contract Regulations) for future proposals where there are similar prescribed minimum levels for Inuit Labour if the contractor fails to meet the prescribed minimum Inuit Labour stipulated in this Section.
- .3 The Owner may terminate this contract prior to Final Completion if the Contractor has not demonstrated compliance with the requirement to attain the prescribed minimum percentage of Inuit Labour set out in this Section.

5.0 INDEMNIFICATION

- .1 The Contractor shall indemnify the Owner against any claim brought by any person because of any failure by the Contractor to achieve the prescribed levels of Inuit Labour prescribed by this contract.

6.0 WAIVER OF INUIT CONTENT REQUIREMENTS

- .1 The prescribed level of Inuit Labour shall only be reduced when sufficient Inuit Labour is not available and the Contractor has requested and received prior approval by the Owner in writing to reduce the prescribed levels.

7.0 INUIT LABOUR

It is a fundamental term of this contract that the contractor shall maximize the value of Inuit labour used to perform the Work. Therefore the GN has set a minimum percent by dollar value for the use of Inuit labour. The Inuit labour content may be provided by the general contractor or any subcontractor and may include professional or administrative staff or skilled or unskilled trades people, and not necessarily through an Inuit Firm. The minimum may only be reduced where sufficient Inuit labour is not available and the approval of the Owner has been obtained in writing.

For the purposes of this contract the NHC has prescribed that the following minimum percent of the total labour for this job by dollar value shall be provided by Inuit workers.

Prescribed minimum level of Inuit labour as a percent of total labour by dollar value for this Iqaluit project is 30%.

In order to substantiate the amount of Inuit Labour the general contractor shall be responsible for providing an amalgamated employment report that shall reflect the Inuit labour used by the general contractor and any other sub contractor or supplier. The general contractor shall submit this employment report with every Progress Claim. Receipt of an employment report shall be a condition precedent to the release of a progress payment, an interim payment and/or a final payment.

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NUNAVUMMI NANGMINIQAQTUNIK IKAJUUTI (NNI POLICY) REQUIREMENTS AND CONSIDERATIONS

7.0 INUIT LABOUR (continued)

If requested, the general contractor shall also provide a completed "Employee Verification and Consent Form" for each Inuit worker listed for consideration.

8.0 FAILURE TO COMPLY WITH PROPOSED INUIT, LOCAL AND NUNAVUT CONTENT

- .1 The parties to this agreement recognize the high cost of living in Nunavut, and the need to build capacity of Inuit Firms and Labour in Nunavut, which is compensated for by the Owner through the provision of proposal adjustments for the use of Inuit, Local and Nunavut Labour (payroll) and other Inuit,

Local and Nunavut content (non-payroll), and the provision of bonuses under the Nunavummi Nangminiqagtunik Ikajuuti (NNI) Policy. It is a priority of the Owner to maximize the opportunities for Inuit; Local and Nunavut workers and businesses to benefit from government contracts and the Owner may pay a premium in awarding its contracts to support this important objective.

Therefore, it is a fundamental requirement of this contract that the Contractor shall achieve, by the substantial completion of the contract, at least the amounts proposed on Appendix B-2 of the proposal, with the exception of decreasing Nunavut content with a corresponding equal or larger increase in Local and Inuit content, specifically

- (a) the amount of Inuit payroll,

AND

- (b)

- (i) the amount of Local Payroll and the amount of Nunavut Payroll,

or

- (ii) the amount of Local Payroll and the total amount of Local and Nunavut Payroll

which the Proponent has identified in Appendix B-2 of the Proposal,
AND at least

- (c) the amount of Inuit Non-payroll,

AND

- (d) (i) the amount of Local Non-payroll and the amount of Nunavut Non-payroll.

or

NUNAVUMMI NANGMINIQAQTUNIK IKAJUUTI (NNI POLICY) REQUIREMENTS AND CONSIDERATIONS

8.0 FAILURE TO COMPLY WITH PROPOSED INUIT, LOCAL AND NUNAVUT CONTENT (cont.)

- (ii) the amount of Local Non-payroll and the total amount of Local and Nunavut Non-payroll,

which the Proponent has identified in Appendix B-2.

- .2 With sole exception of Nunavut shortfall being offset by an increase in Local and Inuit content the following applies.

In the event that any of the amounts of Inuit Payroll, Local Payroll, Nunavut Payroll, Inuit Non-payroll, Local Non-payroll, Nunavut Non-payroll expenditures actually achieved by the Contractor are less than the amounts identified in Appendix B-2 the Owner may, at Substantial (Interim) Completion, deduct from the contract payment at the time of substantial completion an amount equal to:

- (i) 25% of the difference between each of the amounts achieved for:

Inuit Payroll, Local Payroll, Nunavut Payroll
and the amount identified in Appendix B-2; and

PLUS

- (ii) 25% of each of the differences between the amounts achieved for:

Inuit Non-payroll, Local Non-payroll, Nunavut Non-payroll
and the amount identified in Appendix B-2.

- .3 In the event that the amount of difference between committed expenditures on the B-2 form for Payroll and Non-payroll and the amounts achieved for Payroll and Non-payroll is 15% or less, the Owner, at its sole discretion, may waive the provisions of clause 8.2.

- .4 For greater clarity, a shortfall in payroll can NOT be offset by a greater achievement in non-payroll. As such, for each category identified within this section, exceeding the corresponding amount identified in Appendix B-2, results in a zero deduction from the contract amount. Deductions are evaluated individually for each category and are then totalled.

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Appendix B-2 is a schedule of expenditures that the successful proponent commits to in the categories of payroll and non-payroll. Non-payroll is comprised of Material, Equipment, Transportation, Accommodation and Other costs. In accordance with the NNI Policy and this document contractors are required to meet the expenditure commitments stated on Appendix B-2 and failure to do so may result in penalties.

"NNI" means Nunavummi Nangminiqagtunik Ikajuuti which, roughly translated, means "Help for Inuit Businesses".

"NTI" means Nunavut Tunngavik Incorporated, a birthright organization that maintains the list of Inuit Firms.

To qualify for an adjustment to proposed expenditures under the NNI Policy, all proponents must submit a fully completed Appendix "B-2" form. The Inuit content indicated by the proponent on Appendix "B-2" must equal or exceed the minimum acceptable Inuit content as expressed in the Section of this RFP entitled "NNI Requirements and Considerations".

The terminology used on Appendix "B-2" may be confusing to some proponents and is clarified as follows:

- "Only NNI Registered" means those firms which are registered in good standing in the NNI database but are not Inuit firms;
- "Both NNI & NTI Registered" means those firms which are registered in good standing in both the NNI and the NTI databases;
- "Only NTI Registered" means those Inuit firms which are registered in the Approved NTI Inuit Firms list;
- "Other Expenditures" (second column from right) are for businesses not registered in the NNI or NTI databases. As a consequence no adjustment will be made on "Other Expenditures" entered in that column. A proponent may choose to enter other amounts in this category that they choose not to be considered for adjustments.

The owner will verify the Nunavut, Local and Inuit firm status of named companies as defined by the N.N.I. Policy. **The proponent must substantiate all information provided by including printouts from the NNI and NTI databases of all firms noted as "Suppliers" on Appendix B-2 with their proposal.** No changes with respect to this information will be allowed without written authorization of the NHC.

The NNI provides for the following adjustments, which may be made after substantiation of all B-2 entries during proposal evaluations by the contract authority:

- An adjustment on verified Nunavut content 7 percent;
- An adjustment on verified Local content 7 percent;
- An adjustment on verified Inuit content 7 percent.

Proponents should be aware that "Nunavut" and "Local" refer to geography, Inuit refers to a race of people. An "Inuit" firm can be from any place to qualify for the adjustment noted above, provided the Inuit firm is registered in good standing with NTI. For example:

- A proposed expenditure submitted by a duly registered Nunavut, Local, Inuit firm for work in its community of registration could receive up to a 21 percent adjustment to its part of the work indicated by the proponent on Appendix "B-2";
- For the same work a proposed expenditure submitted by a duly registered Nunavut, Local, non-Inuit firm for work in its community of registration could receive up to a 14 percent adjustment to its part of the work indicated by the proponent on Appendix "B-2";

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- For the same work a proposed expenditure submitted by a duly registered Nunavut, non-Local, non-Inuit firm could receive up to a 7 percent adjustment to its part of the work indicated by the proponent on Appendix "B-2".

For purposes of evaluating and adjusting proposals, to determine the successful proponent, any business wishing to obtain the above noted adjustments must be duly registered and in good standing in the NNI and NTI databases for the Nunavut, Inuit and Local adjustments noted above.

The Web Site for the NNI is www.nni.gov.nu.ca/search and the telephone number is 1 (888) 975-5999.

The Web Site for Nunavut Tunngavik Incorporated is <http://inuitfirm.tunngavik.com/search-the-registry/> and the telephone number is 1 (867) 975-4966.

Wherever a Local or Nunavut or Inuit expenditure is entered, NAME a supplier. Use the supplier's full and proper name as listed in the above noted databases.

Do not leave any spaces blank on Appendix "B-2" for supplier's names where there is a proposed expenditure indicated. This is applicable to all six categories of expenditures:

- .1 Payroll
- .2 Material
- .3 Equipment
- .4 Transportation
- .5 Accommodation
- .6 Other Costs

Where the proponent is the supplier of any of the above noted six expenditure categories, the proponent's name must be entered. Do not leave blank spaces for suppliers' names next to proposed expenditures. No adjustment of a proposed expenditure can be made based on blank supplier spaces.

Do not show a supplier's expenditures as Local (except for Local payroll) if that supplier is not local to the community of the work. That is, registered as local to that community.

Do not use the terms "airlines", "hotel", "profit and admin", "fuel", "tools", "local", "truck local rental", "vehicles", "local rentals" or "own forces" to describe suppliers. These are not names of suppliers and do not appear in the above noted databases. As a consequence such entries will result in **NO** adjustment.

The Nunavut Housing Corporation is not concerned with "what" the expenditure is for, in the "Name of Supplier" column. In order to evaluate a proposal NHC must know "who" is to make the proposed expenditure. State **the full name of the firm**, registered in the above noted databases as applicable for each expenditure.

Complete the Consolidation of contractor and subcontractor expenditures at the end of Appendix "B-2".

IMPORTANT: make sure the total proposed expenditures on Appendix "B-2" equals the proposed price if stated elsewhere in the proposal.

APPENDIX "B-2" CAN ONLY BE EVALUATED AND ADJUSTED TO MAXIMUM ADVANTAGE TO THE PROPONENT IF IT IS FULLY AND ACCURATELY COMPLETED.

END OF SECTION

DO NOT ALTER THIS FORM IN ANY WAY. USE ADDITIONAL FORMS IF REQUIRED. ALTERING THIS FORM MAY RESULT IN DISQUALIFICATION.
 USE SUPPLIER'S FULL NAMES FROM NNI AND NTI (INUIT FIIRM) DATA BASES NOTED IN "FILLING OUT APPENDIX B-2".

NUNAVUT HOUSING CORPORATION

SUBSTANTIATION OF BID ADJUSTMENT - APPENDIX B-2

TABLE BELOW FOR OTHER SUBCONTRACTOR ONLY

OTHER CONTRACTOR'S NAME:									
PAYROLL	LOCAL NUNAVUT RESIDENTS	NUNAVUT RES. (EXCL. LOCAL)	LOCAL INUIT BENEFICIARIES	INUIT BEN. (EXCL. LOCAL)	TOTAL \$ INUIT PAYROLL	% INUIT OF TOTAL PAYROLL	OTHER PAYROLL	TOTAL PAYROLL	
						0.00	#DIV/0!		0.00
NON-PAYROLL ITEMS	SUPPLIER'S NAME	ONLY NNI REGISTERED		BOTH NNI & NTI REGISTERED		ONLY NTI REGISTERED		OTHER EXPENDITURES	SUB-TOTALS
		LOCAL	NUNAVUT	LOCAL	NUNAVUT	LOCAL	NUNAVUT		
MATERIALS								0.00	
MATERIALS								0.00	
MATERIALS								0.00	
EQUIPMENT (EG: BEACH HANDLING)								0.00	
TRANSPORTATION								0.00	
TRANSPORTATION								0.00	
ACCOMMODATION								0.00	
ACCOMMODATION								0.00	
OTHER								0.00	
SUB-TOTALS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	

TABLE BELOW FOR CONSOLIDATION ONLY

PAYROLL	LOCAL NUNAVUT RESIDENTS	NUNAVUT RES. (EXCL. LOCAL)	LOCAL INUIT BENEFICIARIES	INUIT BEN. (EXCL. LOCAL)	TOTAL \$ INUIT PAYROLL	% INUIT OF TOTAL PAYROLL	OTHER PAYROLL	TOTAL PAYROLL	
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
NON-PAYROLL ITEMS		ONLY NNI REGISTERED		BOTH NNI & NTI REGISTERED		ONLY NTI REGISTERED		OTHER EXPENDITURES	SUB-TOTALS
		LOCAL	NUNAVUT	LOCAL	NUNAVUT	LOCAL	NUNAVUT		
MATERIALS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
EQUIPMENT (EG: BEACH HANDLING)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TRANSPORTATION		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
ACCOMMODATION		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OTHER		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
SUB-TOTALS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	

FOR NHC USE ONLY DO NOT FILL IN THE FOLLOWING:

AMOUNT QUALIFIED FOR NNI ADJUSTMENT:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENT %	0.14	0.07	0.21	0.14	0.14	0.07	0.00	
NNI ADJUSTED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ADJUSTED BID								0.00

0

CONTRACTOR'S SIGNATURE

DATE

June 2013

TRANSPORTATION OF MATERIALS

1. Transportation/shipping and handling of materials and all associated costs thereof are the responsibility of the Contractor unless otherwise noted. **Modes of transporting materials shall be decided by the Contractor unless by marine transport in which case Clause 2 of this Appendix shall apply.**

2. Whenever marine (water) transport is to be utilized, the Contractor shall use the Government of Nunavut (GN) specified carriers, and space shall be booked directly with the carriers, as follows:

2.1 For the following communities in the following regions:

(Area A) High Arctic including North Baffin: Arctic Bay, Clyde River, Grise Fiord, Nanisivik, Pond Inlet, Qikiqtarjuaq, Resolute Bay, and Kugaaruk as far as Nanisivik

and

(Area B) Foxe Basin: Hall Beach, Igloolik, and Repulse Bay

and

(Area D) South Baffin: Cape Dorset, Kimmirut, and Pangnirtung

THE CARRIER IS:

Nunavut Sealink and Supply Inc. (NSSI)

By ships loading at the Port of Ste-Catherine, Quebec

Contact: Daniel Desgagnés

Phone: (450) 635-0833 or Toll Free (866) 732-5438

Fax: (450) 635-5126

and

(Area F) Kugaaruk from Nanisivik:

THE CARRIER IS:

Canadian Coast Guard

Luc Beland

BB 613-859-5617

Luc.Beland@dfm-mpo.gc.ca

2.2 For (Area C) Iqaluit:

THE CARRIER IS:

Nunavut Eastern Arctic Shipping (NEAS)

By ships loading at the Port of Valleyfield, Quebec

Contact: Paul Ghaleb

Phone: (877) 225-6327 (Toll Free)

Fax: (514) 523-7875

June 2013

TRANSPORTATION OF MATERIALS

- 2.3 **For (Area E) the Kivalliq Region:** Arviat, Baker Lake, Chesterfield Inlet, Coral Harbour, Rankin Inlet, Sanikiluaq, and Whale Cove.

THE CARRIER IS:

Nunavut Sealink and Supply Inc. (NSSI)

By ships loading at the Port of Ste-Catherine, Quebec
Contact: Daniel Desgagnés
Phone: (450) 635-0833 or Toll free (866) 732-5438
Fax: (450) 635-5126

OR

Nunavut Sealink and Supply Inc. (NSSI)

By ships loading at the Port of Churchill, Manitoba
Contact: Francois Gaudreau
Phone: (450) 635-0833 or Toll free (866) 732-5438
Fax: (204) 943-5458

NOTE: For transport to Sanikiluaq, services are from Port of St. Catherine only.

- 2.4 **For (Area G) the following communities in the Kitikmeot Region:** Bathurst Inlet, Cambridge Bay, Gjoa Haven, Kugluktuk, Taloyoak and Umingmaktok (Bay Chimo):

THE CARRIER IS:

Northern Transportation Company Limited (NTCL)

By barges loading at Hay River, Northwest Territories
Contact: Scott Dryden
Phone: (780) 969-3893 Ext. 7984 or 1-604-353-0311
Fax: (780) 441-3934

OR

Nunavut Sealink and Supply Incorporated (NSSI)

By ships loading at the Port of Ste-Catherine, Quebec
Contact: Daniel Desgagnés
Phone: (450) 635-0833 or Toll free (866) 732-5438
Fax: (450) 635-5126

3. The annual shipping rates offered by marine carriers are dependent upon anticipated cargo quantities including the materials for construction projects; therefore, Contractors are to bid using the published sailing schedules and rates available from the above marine carriers. These schedules and rates are also available from the Department of Community & Government Services, Purchasing, Logistics & Contract Support Division, Contact: John Paton, Manager Logistics at (867) 975-5437.
4. If a Contractor uses a marine carrier other than the marine carrier specified by the GN under this Appendix without having obtained the GN's

TRANSPORTATION OF MATERIALS

prior written authorization to do so, the Contractor shall be solely responsible for any extra freight costs, administrative costs or any other costs incurred by the GN which result either directly or indirectly from the Contractor's failure to use the GN specified marine carrier as set out in this Appendix. The Contractor shall issue a credit in favour of the GN for any monies saved by the Contractor obtained from using a marine carrier other than the specified marine carriers identified in this Appendix.

5. In exceptional or extraordinary circumstances, where a specified marine carrier's sailing schedule is in substantial conflict with the project schedule, the GN will review the circumstances, taking into account the potential adverse impact on the project and the specified marine carrier's interests, and, at its sole discretion, the GN may provide authorization to allow the relevant cargo to be shipped with a marine carrier other than a specified marine carrier; such authorization must be in writing and must be obtained prior to contracting for the marine transport.

June 2013

PRO-FORMA AGREEMENT

The following Pro-Forma contractual agreement outlines key contractual requirements of the NHC that are considered important to the NHC and will be substantially incorporated into any resultant contract. Please note that this sample has been included for proponents' reference.

BETWEEN: THE NUNAVUT HOUSING CORPORATION, (hereinafter referred to as the "NHC")

OF THE FIRST PART

AND:

(hereinafter referred to as the "Contractor")

OF THE SECOND PART

WHEREAS the NHC has requested the Contractor to provide certain services;

AND WHEREAS the Contractor has agreed to provide such services to the NHC;

AND WHEREAS the NHC and the Contractor wish to set out the terms and conditions relating to the provision of such services;

THEREFORE the Corporation and the Contractor agree as follows:

DEFINITIONS:

"Contracting Authority" means the Minister of Nunavut Housing Corporation or his/her authorized delegate;

1. SERVICES AND PAYMENT

1.1 The Contractor agrees to provide to the NHC those services set out in the Request for Proposals reference "**RFP DSSE IQ 30**" and attached as Appendix "A" hereto and the Contractor's Proposal, dated _____, 2013 and attached as Appendix "B" hereto (the "Services") to the full satisfaction of the NHC.

1.2 The NHC agrees to pay for the services, a total amount not greater than _____ Dollars (\$_____) as set out in Appendix "C" hereto.

June 2013

DESIGN, SUPPLY, SHIP AND ERECT

1. SERVICES AND PAYMENT (continued)

1.3 The Contractor and the NHC have mutually agreed upon the following terms:

1.3.1 (Insert in this section any negotiated items or terms that differ from the proposal and/or RFP)

2. TERM

2.1. This Contract shall commence on the ___ day of _____, 2013 and terminates on the ___ day of _____, 201_, unless otherwise terminated in accordance with the provisions of this Contract.

3. NOTICE AND ADDRESS

3.1 Any notice required to be given herein or any other communication required by this contract shall be in writing and shall be personally delivered, sent by facsimile, or posted by prepaid registered mail and shall be addressed as follows:

i) If to the NHC:

Nunavut Housing Corporation
Qikiqtaaluk District Office
P.O. Box 155,
Cape Dorset, NU,
X0A 0C0
Attention: Manager Community Development - Technical

ii) If to the Contractor, at:

3.2 Every such notice and communication, if delivered by hand, shall be deemed to have been received on the date of delivery or if sent by prepaid registered mail shall be deemed to have been received on the seventh day after posting, or if by facsimile, 48 hours after the time of transmission, excluding from the calculation weekends and statutory holidays.

4. ENTIRE AGREEMENT

4.1 This contract comprises the entire agreement between the parties hereto and supersedes and shall take effect in substitution for all previous agreements and arrangements whether written or implied between the parties relating to the services to be provided by the contractor and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the date of execution of this contract.

June 2013

5. GENERAL TERMS

- 5.1 Any information obtained from NHC, by the contractor, its agents or employees in the performance of any contract shall be confidential. The contractor shall take such steps as are necessary to ensure that any such information is not disclosed to any other person and shall maintain confidential and secure all material and information that is the property of the NHC and in the possession of or under the control of the contractor. This clause survives the termination of this contract.
- 5.2 Time shall in every respect be of the essence.
- 5.3 The Contractor is an independent Contractor with the NHC and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the NHC and the Contractor. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, workers' compensation.
- 5.4 This contract shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.
- 5.5 No waiver by either party of any breach of any term, condition or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.
- 5.6 The failure of either party at any time to require the performance of any provision or requirement of this contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
- 5.7 Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Contractor in performing the contract or conceived, developed or first actually reduced to practice in performing the contract (herein called "the property") shall vest in the NHC and the Contractor hereby absolutely assigns to the NHC the copyright in the property for the whole of the term of the copyright.
- 5.8 It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the remainder of the agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.

June 2013

5. GENERAL TERMS (continued)

- 5.9 This contract may be extended by the written consent of the parties.
- 5.10 The Contracting Authority may delegate any of his authority and undertaking pursuant to this contract to any other Minister, officer, employee or agent of the NHC.
- 5.11 This contract shall enure to the benefit of and be binding on the respective administrators, successors and assigns of each of the parties hereto.

6. CONTRACTOR RESPONSIBILITIES

- 6.1 The Contractor shall indemnify and hold harmless, the NHC, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, losses, costs, damages, expenses, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon or related to the activities of the Contractor under this contract.
- 6.2 The Contractor shall be liable to the NHC for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Contractor for use in connection with the contract whether or not such loss or damage is attributable to causes beyond the Contractor's control.
- 6.3 In the event that the Contractor is, in the opinion of the Contracting Authority, in default in respect of any obligation of the Contractor hereunder the NHC may do any act as it deems necessary to rectify such default and the NHC may deduct or set off the cost of such rectification against any payment due the Contractor.
- 6.4 The Contractor may not assign or delegate work to be done under this contract, or any part thereof, to any other party without the written consent of the NHC. In the case of a proposed assignment of monies owing to the Contractor under this contract, the consent in writing of the Comptroller General of the NHC must be obtained, pursuant to S.69(4) of the Financial Administration Act (Nunavut) as amended or re-enacted in successor legislation during the term of this Contract.
- 6.5 The Contractor shall keep proper accounts and records of the services for a period of three years after the expiry of this agreement. At any time during the term of this contract or any extension set out herein, the Contractor, upon the request of the NHC shall produce such accounts and records.

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6. CONTRACTOR RESPONSIBILITIES (continued)

- 6.6 The Contractor shall notify the NHC immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in anyway attributable to the performance or non-performance of the services under this contract.
- 6.7 In the event that the provision of these services creates a conflict with any other party that the Contractor may represent, the NHC and the Board or Agency to which services are being rendered shall be advised of the conflict immediately.
- 6.8 Except as required in the performance of services set out in this agreement, the Contractor must maintain as confidential all data and information made available to the Contractor, the NHC, or any other parties which is generated by or results from the Contractor's performance of the Services described in this Contract. All such data and information is the property of the Nunavut Housing Corporation. This clause shall survive the termination of the Contract.

7. TERMINATION

- 7.1 The NHC may terminate this contract at any time without penalty upon giving written notice to this effect to the Contractor if, in the opinion of the Contracting Authority, the Contractor is unable to deliver the service as required, the Contractor's performance of work is persistently faulty, in the event that the Contractor becomes insolvent or commits an act of bankruptcy, in the event that any actual or potential labour dispute delays or threatens to delay timely performance of the contract or the Contractor defaults or fails to observe the terms and conditions of the contract in any material respect.
- 7.2 This contract shall terminate as of the day for termination set out in the written notice and the Contractor shall forthwith invoice the NHC for work performed to the date of termination.

8. FINANCIAL

- 8.1 It is a condition of this contract that payment hereunder is subject to Section 46 of the Financial Administration Act (Nunavut) as amended or reenacted in successor during the term of this Contract. Section 46 currently provides as follows:

"It is a condition of every contract made by or on behalf of the government requiring expenditure, that expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract."

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8. FINANCIAL (continued)

- 8.2 The NHC, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the Contractor without penalty, expense or liability, if in the opinion of the Contracting Authority, the Contractor has failed to comply with or has in any way breached an obligation of the Contractor. Any such hold back shall continue until the breach has been rectified to the satisfaction of the NHC.
- 8.3 The NHC may set off any payment due the Contractor against any monies owed by the Contractor to the NHC.
- 8.4 The Nunavut Housing Corporation will pay the Goods and Services Tax (GST.)
- 8.5 Provided all terms and conditions on the part of the Contractor have been complied with, each invoice will be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the services, whichever is later. Invoices from Nunavut Contractors (as defined by the NHC NNI Policy) will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after receipt of the services, whichever is later. Also refer to the Terms of Payment.
- 8.6 The NHC may, in order to discharge lawful obligations or to satisfy lawful claims against the Contractor or a Subcontractor arising out of the execution of work, pay any amount, which is due and payable to the Contractor under the contract, if any, directly to the obligee of and the claimants against the Contractor or Subcontractor.

9. CONTRACT SECURITY

- 9.1 The Contractor shall obtain and deliver contract security to the Manager within 14 days after the date that the Contractor receives notice that his offer was accepted by the Owner.
- 9.2 The NHC shall, not less than sixty (60) days or more than ninety (90) days after receipt and acceptance of all material and services required under this contract, if the Contractor is not in breach of or in default under the contract, return to the Contractor all or any part of the Security Deposit that in the opinion of the Manager, is not required for the purpose of the Contract.
- 9.3 Interest shall not be paid on security deposits.
- 9.4 The Owner shall accept from the Contractor one or more of the following described forms of security:

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9. CONTRACT SECURITY (continued)

9.4.1 A performance bond and a labour and material payment bond issued by a bonding or surety company that is approved by the Owner each in an amount that is equal to not less than 5% of the contract amount, or,

9.4.2 A security deposit in an amount that is equal to 10% of the contract amount and shall be in the form of

9.4.2.1 "A letter of irrevocable guarantee" in the form authorized by the contract authority payable to the Owner which shall be held uncashed until 14 days prior to their expiry date, unless the expiry date is extended for a further term, beyond the contract completion date.

Or

9.4.2.2 A certified cheque or bank draft from a bank acceptable to the Owner and made payable to the Owner which shall be deposited by the Owner into the Owner's bank account.

9. INSURANCE

9.1 The Contractor shall, without limiting his obligations or liabilities hereto, obtain, maintain and pay for during the period of this agreement, the following insurance with limits not less than those shown:

- a) Workers' Safety and Compensation Commission insurance covering all employees engaged in the work in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Workers' Safety and Compensation Commission as a result of an accident causing injury or death to an employee of the Contractor or Subcontractor, or due to unsafe working conditions, then such levy or assessment shall be paid by the Contractor at its sole cost and is not reimbursed by the NHC.
- b) Employer's liability insurance with limits not less than \$500,000 for each accidental injury to or death of the Contractor's employee engaged in the work. If Workers' Safety and Compensation Commission insurance exists, then in such event, the aforementioned Employer's Liability insurance shall not be required but the Comprehensive General Liability policy referred to in item (e) herein shall contain an endorsement providing for Contingent Employers' Liability insurance.

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9. INSURANCE (continued)

- c) Motor Vehicle, water craft and snow craft standard liability insurance covering all vehicles and/or craft owned or non-owned, operated and/or licensed by the Contractor and used by the Contractor in the performance of this agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, death and damage to property; and with respect to busses limits of not less than one million dollars (\$1,000,000.00) for vehicle hazards and not less than one million dollars (\$1,000,000.00) for Bodily Injury to or death of one or more passengers and loss of or damage to the passengers property in one accident.)
- d) Aircraft Liability insurance covering all aircraft, owned or non-owned, operated and/or licensed by the Contractor and used in operations for the performance of this contract with a bodily injury, death and property damage and passenger hazard limit of five million dollars (\$5,000,000.00) (inclusive).
- e) Comprehensive General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) (inclusive) per occurrence for bodily injury, death and damage to property including loss of use thereof.
- Products & Completed Operations Liability
 - Contractor's Protective Liability
 - Blanket Contractual Liability
 - Broad Form Property Damage
 - Personal Injury Liability
 - Cross Liability
 - Medical Payments
 - Non-owned Automobile Liability
 - Contingent Employers Liability
- f) Professional Liability Insurance with limits of not less than two hundred fifty thousand dollars (\$250,000.00) per claim and five hundred thousand dollars (\$500,000.00) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this contract or agreement.
- g) Motor Truck Cargo insurance, against all risks of physical loss or damage in an amount not less than \$500,000, covering the property of the NHC while in the care and custody of the Contractor during any transit, warehousing and delivery services called for by the contract.

- 9.2 All policies shall provide that thirty days written notice be given to the NHC prior to any material changes or cancellations of any such policies.

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9. INSURANCE (continued)

- 9.3 The policies shall name the NHC and all Subcontractors as additional insureds only with respect to the terms of this contract (except on Workers' Safety and Compensation Commission Insurance and Professional Liability) and shall extend to cover the employees of the insureds hereunder.
- 9.4 The Contractor shall be responsible for any deductibles, exclusions and/or insufficiency of coverage relating to such policies.
- 9.5 The Contractor shall deposit with the NHC prior to commencing with the work a certificate of insurance evidencing the insurance(s) required by this clause in a form satisfactory to the NHC and with insurance companies satisfactory to the NHC.

10. GUARANTEE WARRANTY

The Contractor shall, in addition to any specific warranty or guarantee called for in the Contract, warrant and guarantee, for a period of one year from the date of completion, all work performed and called for on the drawings and the specifications including any additional work approved and accepted as an extra to the contract. The Contractor shall, at his/her own expense, rectify any defects that arise, as a result of poor or improper workmanship, or defective materials, fixtures or apparatus during this one-year period. The Authority may retain an amount equal to 1% of the contract price for the one year period as a performance guarantee. Neither the final certificate nor payment thereunder, nor any provisions in the contract shall relieve the Contractor from the responsibility for replacing faulty materials or correcting workmanship which shall appear during this one-year period from the date of the Interim Certificate of Completion.

In the event that the Contractor places in use certain apparatus, machinery or equipment, prior to the completion date, it shall remain the Contractor's responsibility to maintain the guarantee period regardless of the possibility that the manufacturers' guarantee may have expired previously.

11. APPENDIX H

All material and equipment must be shipped by the marine carriers noted in Appendix H.

REQUEST FOR PROPOSALS
2013-2014 and 2014-2015
PUBLIC HOUSING PROGRAM - 30 UNITS
IQALUIT, NUNAVUT
DESIGN, SUPPLY, SHIP AND ERECT

PRO-FORMA
AGREEMENT
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IN WITNESS WHEREOF the parties hereto have set their hand and seals as of the date and year entered below.

FOR THE NUNAVUT HOUSING CORPORATION:

FOR THE CONTRACTOR:

Signature

Signature

Name/Title

Name/Title

Date

Date

Witness

Witness

REQUEST FOR PROPOSALS
2013-2014 and 2014-2015
PUBLIC HOUSING PROGRAM - 30 UNITS
IQALUIT, NUNAVUT
DESIGN, SUPPLY, SHIP AND ERECT

TECHNICAL
AND AREA
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1. INTRODUCTION

The intent of this Request for Proposals is to solicit and receive proposals for the design, supply of all materials, shipment of all materials and construction of public housing units complete in all respects including site work, final grading and commissioning of all building components and systems to make ready for immediate occupancy upon turnover and acceptance in accordance with the schedule and all other sections made part of this RFP.

This Request for Proposals is for 30 units of public housing to be constructed on Lots 1, 2 and 3, Block 231, Plan Provisional in the Lake Subdivision in Iqaluit, Nunavut.

Topography of this site is illustrated in a general sense in this RFP and presents some design challenges with respect to finished grades, terracing of the building, utilidor invert elevations, occupancies of terraced spaces (if any), fire lanes, parking and ingress and egress.

Elevations of the site vary approximately 20 feet.

Proponents must carefully examine the site and become familiar with all site conditions.

This project is to be constructed over the fiscal years noted in the header and in accordance with the Preliminary Development Schedule made part of this RFP.

Documents submitted will be evaluated in accordance with the Proposal Rating Schedule based on the Instructions to Proponents, the Technical and Area Requirements of this document, the schedules made part of this RFP and applicable codes and regulations. No points will be awarded in the Proposal Rating Schedule where information is not provided by the proponent.

2. BUILDING CODE AND REGULATIONS

The premises and Building must comply with the latest edition of all CMHC Standards, the National Building Code of Canada, Canadian Electrical Code, Canadian Plumbing Code, CSA Standard B-139 Installation Code for Oil Burning Equipment, CMHC Best Practices Guide for Fire and Sound Control in Wood Frame Multi Family Buildings, all Municipal and Territorial laws, rules and ordinances, codes and bylaws, requirements of the Nunavut Power Commission and the regulations of all other authorities having jurisdiction.

3. GENERAL REQUIREMENTS

- .1 Each unit should provide for the essential needs of people (for space, light, food, water, sleep, safety, sanitation, comfort, companionship and quiet privacy) reconciled to the minimum cost by the efficient use of space and environmental systems. Quiet privacy is to be achieved through adequate sound transmission ratings.
- .2 The units are to be durable, easy to maintain, and as abuse resistant in structure and finishes as is possible without substantially increasing the costs.

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3. GENERAL REQUIREMENTS (continued)

- .3 Units are to be a basic serviceable design with ease of maintenance and repairs and replacement of parts to be taken into consideration.
- .4 Units are to be designed and constructed according to proven construction design, methods, and materials suitable for the Arctic climate.
- .5 Units are to be energy efficient.
- .6 For items specified as "or equivalent" the successful proponent is to provide product specifications for proposed equivalents for approval by the NHC. Such approvals must be in hand prior to ordering of materials.
- .7 These units are to be connected to the Iqaluit utilidor system.
- .8 With respect to the site, proponents are required to contact the Municipality of Iqaluit for additional information not provided in this RFP and to provide a preliminary site plan as described in this RFP.
- .9 Units are to be designed and constructed to minimize sound transmission from airborne and impact sound transmission. Particular attention must be paid to assemblies to reduce sound transmission.
- .10 It is expected that housing units and systems will be designed to be the most cost effective in terms of capital and operating and maintenance costs.

4. INCLUSIONS AND AUTHORITIES

- .1 The proponent is responsible for providing dwelling units in a ready-to-occupy condition with all the building systems and appliances in good working condition and conforming to the applicable codes and this RFP with amendments, if any.
- .2 Provide dwelling unit appliances to meet Energy Star requirements as follows:
 - .1 Range;
 - .2 Refrigerator.
- .4 Exterior parking spaces, to satisfy the City of Iqaluit are to be provided at a grade above the existing right-of-way. Relaxations may be sought due to the low incidence of automobile ownership by public housing tenants. The driveway to access parking is to conform to the grades of the adjacent right-of-way.
- .5 Two, two and one half pound (2-½ lb.) ABC fire extinguishers are to be provided: one at the kitchen; and one in close proximity to the unit entryway door.

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4. INCLUSIONS AND AUTHORITIES (continued)

- .6 All proponents and the successful proponent are to consult with the below listed authorities, among others as appropriate, at required times during the proposal stage and development of this project. It is the successful proponent's sole responsibility to ensure all requirements of the NHC and all other authorities having jurisdiction are fully satisfied with this development.
- .1 Manager of Safety Services
 - .2 Chief Electrical Inspector
 - .3 Regional Electrical Inspector
 - .4 Regional Elevator Inspector
 - .5 Office of the Fire Marshall
 - .6 Municipality of Iqaluit authorities for
 - a. Trash collection
 - b. Land lease
 - c. Development Permit
 - d. Building Permit
 - e. Occupancy Permit
 - f. Fuel delivery
 - g. Utilidor
 - .7 Nunavut Housing Corporation - Directorate
 - .8 Nunavut Housing Corporation - Qikiqtaaluk District Office
 - .8 Prime consultant
 - .9 Sub consultants

5. GENERAL BUILDING CONFIGURATION

- .1 Proponents are to confirm topographic site information with the City of Iqaluit and are to examine the site and become familiar with the topographic characteristics and other characteristics of the site.
- To reduce the requirements for gravel fill and steel pile heights, proponents may consider terracing the building below the street elevation and must be aware of utilidor inverts and domestic drainage, if any, in the lower floors.
- .2 The 30 units are to be accommodated in two three storey buildings comprising 12 and 18 dwelling units. Proponents must consult and conform to the City of Iqaluit Zoning By-law 704.
- .3 Each of the dwelling units are to be comprised of one storey with the possible exception of terraced three bedroom units below front right-of-way grade. West living room views should be taken into consideration in the design solution.
- .4 Utilidor invert elevations may preclude domestic drainage in terraced units below front grade. Accordingly, a design solution may be limited to living areas in terraced units without the need of domestic drainage.
- .5 In the lower level units only, crawl spaces with a 4' clear vertical dimension may be incorporated in the design solution for internal utility distribution and collection.
- .6 A design with no interior hallways is required.

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5. GENERAL BUILDING CONFIGURATION (continued)

- .7 A design with no heated interior stairways is required. Stairways are to be open to the weather and located between building sections. Stairways are to be partially hidden from view and two stairways are to serve each dwelling unit.
- .8 The design is not to incorporate any heated common areas.
- .9 Ground floor units are to conform to finished grade to the greatest extent possible to minimize the height of ground floor entryways and the ramp length for the barrier-free dwelling unit.
- .10 Fire access lanes may be required.
- .11 Gravel fill must be engineered and compacted in 6 inch lifts to 90% Proctor density in the summer of 2013 and must be in place through one winter to allow freezing for installation of steel pile foundations in 2014 in accordance with the schedule made part of this RFP.
- .12 For ease of fire wall design, proponents may wish to consider the conceptual building elevations following. If considered, fully recessed front and rear exterior stairways are to be constructed between pairs of stacked units at the locations indicated by the arrows.

BUILDING 1 - 12 UNITS



One Bedroom	One Bedroom	One Bedroom	One Bedroom
One Bedroom	One Bedroom	One Bedroom	One Bedroom
One Bedroom	One Bedroom	One Bedroom	One Bedroom

BUILDING 2 - 18 UNITS



One Bedroom	One Bedroom	Two Bedroom	Two Bedroom	Two Bedroom	Three Bedroom
One Bedroom	One Bedroom	Two Bedroom	Two Bedroom	Two Bedroom	Three Bedroom
One Bedroom	One Bedroom	Two Bedroom	Two Bedroom	Two Bedroom	2 Bed Barrier Fr.

6. SPACE REQUIREMENTS

- .1 Size of rooms must accommodate the required furniture. Furniture layouts are to be submitted with the preliminary drawings required in the proposal.
- .2 Unless otherwise indicated herein, the areas, dimensions, and heights of rooms or spaces shall be measured between finished wall surfaces and between finished floor and ceiling surfaces.

6. SPACE REQUIREMENTS (continued)

- .3 Any part of a room or space less than the minimum dimension specified for that space must be redesigned by the successful proponent to conform to requirements at the working drawing stage.
- .4 The minimum dimension of one room or space may not overlap with the minimum dimension or floor area of an adjacent space.

**6.1 RECOMMENDED DWELLING UNIT AREAS
 AND MECHANICAL AND ELECTRICAL ROOM AREAS**

.1 Bedroom Requirements and Unit Areas

The following are the approximate number of bedrooms required. Unit floor areas are provided as guidelines only and are calculated within interior surfaces of dwelling units' demising and exterior walls. Proponents should make every effort to design within the range of unit areas.

UNITS	BEDROOMS	TOTAL BEDROOMS	MAXIMUM UNIT AREAS IN SQUARE FEET	DESIGN OCCUPANCY AT TWO PER BEDRM.
18	1	18	550 - 650	36
9	2	18	750 - 850	36
2	3	6	900 - 1,000	12
1 *	2 *	2 *	900 - 1,000	4

* Barrier-free

.2 Mechanical Rooms

The gross area for the mechanical rooms (one per building) is to be in the range of 250 square feet.

.3 Electrical Rooms

Provide separate electrical rooms for electrical meters, communications equipment (telephone, internet and cable television) and associated equipment accessible from the exterior and adjacent to the mechanical room. The gross area for each electrical room (one per building) is to be in the range of 60 square feet.

6.2 ENTRANCES, PARKING STALLS AND SIDEWALKS

.1 Apartment Building Entrances

Provide two entrances with air lock vestibules to each apartment by way of the external stairways and landings to conform to ingress/egress requirements of the latest edition of the NBC.

Entrance doors and landing areas are to be protected overhead from snow or ice falling from other roof surfaces that are higher than 10 feet above an entrance landing or deck.

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6. SPACE REQUIREMENTS (continued)

Overhead protection for all entries/exits is required.

Entrance design is to avoid snow drifting and prevailing winds.

.2 Dwelling Unit Entrances

Provide dwelling unit entrances to a circulation space, not directly into a habitable room. Provide minimum width of entry vestibule of 4 feet 0 inches, excluding closet space.

.3 Gravel parking stalls are to be provided for tenants in accordance with the authority having jurisdiction. The City of Iqaluit may consider approximately 20 parking spaces.

Provide the requisite number of visitor parking stalls in accordance with the authority having jurisdiction.

6.3 DOORS

.1 Show all door swings and avoid door swing conflicts.

.2 All exterior doors are to be 3'- 0" minimum width.

.3 All interior doors are to be 2'- 6" minimum width.

6.4 STAIRS

.1 Comply with National Building Code for clear widths, runs, risers and handrails.

.2 Provide secure handrails supported on sidewalls for all interior and exterior stairways.

.3 Exterior stairs are to be 40 inches minimum in width between stringers.

.4 Provide steel stair treads and expanded metal risers for exterior stairs.

.5 To ensure safety of small children, do not use open interior stairs (without risers).

6.5 NATURAL LIGHT

.1 Provide minimum glass area as a percentage of the floor area for living rooms and dining area windows in accordance with the NBC.

.2 Provide minimum glass areas as a percentage of the floor area for bedroom windows.

.3 Windows are not to be provided in bathrooms.

.4 Skylights will not be considered.

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6. SPACE REQUIREMENTS (continued)

6.6 LIVING ROOM

.1 Location:

- .1 The living area shall be located convenient to the dining area and kitchen. The living room, kitchen and dining area may be accommodated in one common room.

.2 Floor Area:

- .1 Floor area of 160 square feet with 12 feet 0 inches minimum width.
- .2 Living areas should be designed to permit a variety of furniture arrangements uninterrupted by circulation patterns. A minimum of 10 feet uninterrupted wall space shall be provided in living rooms to accommodate a chesterfield and end tables.
- .3 Electrical considerations must be made to accommodate a variety of furniture arrangements.

6.7 DINING AREA

.1 Floor Area:

Floor area of 100 square feet with 7 feet 6 inches minimum width.

.2 Room Circulation:

- .1 Access and serving circulation should not be limited by through passage or door swings.
- .2 Locate doors and door swings to provide easy access and passage without conflict with the furniture in use. Dining tables for all apartments are to accommodate a minimum of six people with extension leaf in place.

6.8 KITCHEN

.1 Floor Area:

- .1 Floor area of 65 square feet for 3 bedroom units is required.
- .2 Provide 4 feet 0 inches minimum clearance in front of base cabinets, counter tops and appliances, 4 feet 0 inches to dining table. Provide 5 feet 0 inches minimum clearance between base cabinets in galley and "U" shaped kitchens.

.2 Location:

Provide convenient access from the dining room, living room and main entrance to the kitchens.

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6. SPACE REQUIREMENTS (continued)

.3 Sink

Provide double compartment stainless steel kitchen sink.

.4 Cabinets

Minimum total frontage of kitchen cabinets is 138 inches. Kitchen cabinet frontage is measured along the front of base cabinets and includes the area occupied by the sink, but does not include the area occupied by the range and refrigerator.

.1 Base Cabinets:

Base Cabinets are to be 36 inches high, 24 inches deep with hinged doors, full depth base shelves and intermediate shelves 10" deep minimum. Provide a recessed toe space. Provide a bank of at least four (4) drawers.

.2 Wall Cabinets:

Wall cabinets are to be 30 inches high c/w appropriate lift over sink, range and refrigerator. Provide wall cabinets above all base cabinets including areas occupied by stove and refrigerator.

Securely attach to wall 18 inches above counter tops, 30 inches above sink; wall cabinets 12 inches deep with base shelf, two intermediate shelves 10 inches deep minimum with highest shelf not over 6 feet 0 inches. Corner wall cabinets to have angled fronts.

.5 Exhaust Fans:

Provide a ULC listed exhaust fan unit minimum of 220 cfm, 4.5 sones c/w light over the range, venting to exterior of building.

6.9 BEDROOMS

.1 Do not locate bedrooms next to the mechanical room.

.2 Room Circulation:

.1 Locate the bedroom entry, bedroom closet and windows in a relationship to minimize the circulation space.

.3 Master Bedrooms:

.1 Provide at least 115 square feet (excluding closets) with 9 feet 6 inches minimum width.

.4 Other Bedroom(s):

.1 Provide at least 90 square feet (excluding closets) with 9 feet 6 inches minimum width.

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6. SPACE REQUIREMENTS (continued)

6.10 BATHROOMS

.1 Minimum Requirements:

Provide one full bathroom in each dwelling unit.

Bathrooms are to be complete with a water closet with a maximum of 4.8 litre per flush, a 60" bathtub with shower, a 36" vanity unit c/w lavatory basin and a mirrored recessed medicine cabinet approximately 18" w x 30" high located above the basin and a 90 cfm, 4.0 sones bathroom fan.

.2 Location:

Locate full bath for convenient private access from the bedrooms.

.3 Layout:

Carefully lay out fixtures and door swings for clearances. Do not locate windows in bathrooms.

6.11 CLOSETS AND STORAGE

.1 Closets:

.1 Entry Coat Closet:

Provide a minimum of 9 square feet floor area with a 2" x 6" clear board with chamfered edges, 3/4" x 3" dowels spaced 6" o.c. with full-width shelf above and full-width sitting bench below.

.2 Bedroom Closets:

Provide a minimum of 12 square feet floor area for master bedroom closets and 6 square feet for all other bedroom closets. All closets are to incorporate a hanging rod and 16" deep shelf for the entire width of the closets adequately supported to prevent bending or collapse. Locate next to door openings to conserve wall space.

.3 Linen Closet:

Locate near bathroom and bedrooms and provide a minimum shelf area of 6 square feet.

.4 Doors:

Doors are not required for bedroom closets or linen closets.

Doors are required for entrance closets to match interior doors with spring latches at the upper jamb.

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6. SPACE REQUIREMENTS (continued)

- .5 All closets, with the exception of the entry coat closet, are to have a clear minimum depth of 24". The entry coat closet is to have a clear minimum depth of 28".
- .2 Storage Rooms:
 - .1 Provide a separate storage area of approximately 425 cubic feet.
 - .2 Such storage space shall have an 8 foot height over 100% of the required space.
 - .3 All storage shall be within the dwelling units. Storage areas shall be located convenient to an entrance and should be entered from a hallway. Avoid storage closets off living areas or bedrooms. Storage accessible through bedrooms is not acceptable.
 - .4 Provide a minimum of 8 square feet of storage shelving.

6.12 LAUNDRY

- .1 General:

For all units, provide space to accommodate an automatic washer and dryer. Washer and dryer may be stacked.

Where not stacked, each automatic washer and dryer can be assumed to occupy a space of at least 30 inches in width and 30 inches in depth. Provide a clear space of at least 3 feet 0 inches in front of the equipment.

Laundry area may be in combination with storage area.

Where laundry equipment is located separate from storage and is not stacked provide a 60 inch long by 12 inch in depth by 24 inch high cabinet with four doors above washer and dryer.
- .2 Equipment connections:

Provide recessed water supply and drainage connections and 4 inch diameter dryer venting sleeve.

6.13 MECHANICAL ROOMS

- .1 The mechanical rooms will be appropriately sized to house necessary equipment including all mechanical appliances, accessories, piping and appurtenances. Ample space will be provided to accommodate ease of accessibility for maintenance and servicing.
- .2 All mechanical (heating, plumbing and ventilation) equipment will comply with the latest edition of the National Building Code (NBC) and the various references within, along with municipal and utility requirements.

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6. SPACE REQUIREMENTS (continued)

- .3 Locate mechanical rooms on the ground floor level, as close as possible to the entry of the power utility. Provide exterior access to the mechanical room.
- .4 The mechanical/boiler rooms, and systems within, will be designed to enable the room's ambient temperature to be maintained at 20°F, plus/minus 3° without the need to wastefully exhaust heated air to the outdoors.
- .5 Mechanical or electrical equipment will not be installed on adjoining suite party walls, and, the room will be designed to contain all noise/vibration produced by the systems within.
- .6 Mechanical systems will be designed to eliminate risk of freezing.
- .7 Access to under building crawl space (if any) will be gained through lockable doors.
- .8 Provide convenient and easy access for fuel trucks under summer and winter conditions.
- .9 All domestic hot water is to be generated by heat exchange from boilers.
- .10 Do not provide unit heaters in mechanical rooms.

7. GUIDELINES FOR BUILDING COMPONENTS AND SYSTEMS

7.1 SEPARATE METERING/REPORTING OF UTILITIES

- .1 Electric power is to be metered for each suite (30 meters) and common lighting and equipment - exterior and stairway lighting and the mechanical room (1 meter).

7.2 ARCHITECTURAL COMPONENTS

.1 General

- .1 A completely sealed vapour barrier of minimum 6 mil polyethylene shall be incorporated into the roof, exterior wall assemblies, walls between dwelling units and walls between dwelling unit(s) and the mechanical room. Seal all units individually with vapour barrier. Provide solid backing for all vapour barrier seams and seal with acoustic sealant and tape.

Thermal bridging through framing members shall be minimized.

An air barrier shall be incorporated to completely envelope exterior of the building.

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7. GUIDELINES FOR BUILDING COMPONENTS AND SYSTEMS (continued)

.2 Roof Assemblies

- .1 Roof to be metal, cathedral ceiling, open slope.
- .2 Minimum insulation value to be R-50 insulation. If friction fit batt type is used, install in two layers with joints staggered.
- .3 Provide solid backing for all vapour barrier seams in roof assemblies and seal with acoustic sealant and tape. Minimize penetrations through vapour barrier. All penetrations must be carefully sealed.
- .4 Provide solid backing for all joints in the vapour barrier.

3. Exterior Walls

- .1 Siding to be low maintenance and durable. Prefinished wood or hardboard preferred.
- .2 Minimum insulation value of wall assembly to be R-28.
- .3 Minimize penetrations through vapour barrier. Seal all penetrations.
- .4 Provide solid backing for the vapour barrier in wall assemblies and minimize penetrations through vapour barrier. All penetrations must be carefully sealed.

4. Floors

- .1 Resilient floor tile shall be to CSA A 126.1-1977, 1/8" thick.
- .2 Minimum insulation value of the exposed floor assembly to be R-50.

5. Windows

5.1 System Description

Windows: Extruded multi-chamber plastic sections, factory fabricated, vision glass, related flashings by others, anchorage and attachment devices by others.

Configuration: Fixed, non-operable and [outward opening, side hinged casement sash.

Operable portion must meet NBC egress requirements.

Provide insect screens on all operable windows.

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7. GUIDELINES FOR BUILDING COMPONENTS AND SYSTEMS (continued)

5.2 Performance Requirements

System Design: Design and size components to withstand dead and live loads caused by pressure and suction of wind acting normal to plane of window as measured in accordance with ASTM E330.

Performance of the total combined window assembly performance including perimeter frame, sashes, mullions and all components to be in compliance with CAN/CSA-A440-00/A440.1-00 User Selection Guide to CSA Standard CAN/CSA-A440-00, Windows:

Air Tightness - All Window Assembly Combinations

When tested in accordance with Clause 11.2 of the User Selection Guide, (a) the combined window assembly air leakage rate, shall perform to no less than a maximum air leakage rate of 0.55 (m³/h)/m (A3 equivalent) or greater if so documented in the limits shown in guide for the climactic region.

Water Tightness - All Window Assembly Combinations

When tested in accordance with Clause 11.3 of the User Selection Guide, the combined window assembly shall perform without water ingress to a minimum test level of 300Pa (B3 equivalent) or greater if so documented within the guide for the climactic region, and (a) no water shall penetrate the window assembly and cause wetting of the interior room surfaces; (b) no water shall pass through the window into the wall below the sill; and (c) no water shall remain trapped in the window assembly after the test pressure has been released.

Wind Load Resistance - All Window Assembly Combinations

When tested in accordance with Clause 11.4.1 of the User Selection Guide, the combined window assembly shall perform at not less than a standard to (a) sash members shall not deflect more than 1/125 of their length at a pressure differential of 1200Pa (C3 equivalent); and (b) mullions shall not deflect more than 1/175 of their length at a pressure differential of 2000Pa (C3 equivalent) or greater if so documented within the guide for the climactic region.

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7. GUIDELINES FOR BUILDING COMPONENTS AND SYSTEMS (continued)

Frame & Sash Deflection: When tested in accordance with ASTM Standard E 330, sash members shall not deflect more than 1/125 of their length and mullions shall not deflect more than 1/175 of their length.

Assembly: To accommodate, without damage to components or deterioration of seals, movement between window and perimeter framing, deflection of lintel.

System Internal Drainage: Drain incidental water entering joints, condensation occurring in glazing channels, or migrating moisture occurring within system, to the exterior by a weep drainage network within the hollow chambers of the extrusion members.

Air and Vapour Seal: Maintain continuous air and vapour barrier throughout assembly, primarily in line with inside pane of glass. [During installation, position thermal insulation toward and beyond the equivalent exterior surface of air vapour barrier.]

5.3 Quality

Window: CSA Certified Product, manufactured to CSA A440.

Window Performance: Comply with requirements for North American Energy Star® program.

Install to manufacturer's "AAMA Installation Masters" program.

6. Dwelling Unit Entry Doors

- .1 Dwelling unit entries are required to have fire rated frames and doors and be equipped with door closers.
- .2 All exterior door assemblies to be installed with:
 - i. one deadbolt with 2-³/₄" backset,
 - ii. one non-locking door knob with 5" backset,
 - iii. one stainless steel D style pull handle c/w flange installed directly above the deadbolt,
 - iv. door viewer, and
 - v. weather stripping.
- .3 Dwelling unit entry doors shall be individually keyed. Cores and keys shall conform to the requirements of the Iqaluit Housing Authority.

7. Interior Dwelling Unit Doors, Frames and Hardware

- .1 Interior door frames shall be knock down steel.
- .2 Interior doors shall be solid core, slab doors, paint grade.
- .3 All interior door assemblies to be installed with door hardware.

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7. GUIDELINES FOR BUILDING COMPONENTS AND SYSTEMS (continued)

.4 Provide privacy set for master bedroom and bathroom.

.5 Provide 1-1/2 hinge pairs per door.

8. Interior Finishes

.1 Interior walls shall be surfaced with painted abuse resistant drywall. Interior finishes shall be durable and washable. The interior wall shall receive a prime coat with minimum two coats to finish.

.2 Painted interior finishes shall be uniform in colour and sheen and totally obscure substrate.

.3 Fire separations shall be abuse resistant, Type "X" fire rated drywall.

.4 Interior finishes at fire separations are to comprise two coats of Contego Intumescent primer and two top coats of eggshell latex finish. Number 30 sheen preferred.

.5 Base boards shall be 4" rubber base trim. Window casings shall be 2" bevel c/w PVC jamb extensions.

.6 Ceiling stipple is not to be used.

.7 Interior finish schedules are subject to NHC approval.

9. Party Walls and Floors

.1 Party walls between units are to be fire rated in accordance with the latest edition of the National Building Code.

.2 Party walls between units and party walls between units and the mechanical room shall have a minimum STC rating of 55.

10. Cabinets

.1 Cabinets for kitchen and bathroom shall have thermafoil or thermo plastic finish on doors and drawer fronts. All exposed surfaces are to be prefinished.

Counter tops shall be plastic laminate and shall meet requirements of CAN 3-A172-M79. Colours and finishes subject to NHC approval.

11. Balconies

.1 Balconies will not be considered.

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7. GUIDELINES FOR BUILDING COMPONENTS AND SYSTEMS (continued)

7.3 MECHANICAL SYSTEMS

- .1 Mechanical systems are to be designed under Part Nine of the National Building Code. Complexity must be commensurate with local maintenance expertise.
- .2 Electric hot water heaters are not acceptable.
- .3 Provide freeze protection of water supply in heated spaces from the mechanical room to each apartment unit by line flow/recirculation system.

Heat trace may only be used as an emergency backup.

In the lower level units only, crawl spaces with a 4' clear vertical dimension may be incorporated in the design solution for internal utility distribution and collection. Horizontal mechanical chases under lower units are not acceptable.
- .4 Plumbing system to be designed to be easily maintained. All water closets shall be of low flow design.
- .5 Canvas wrap pipe insulation shall be installed on the hot water piping in the crawl space and the mechanical room.
- .6 Provide sufficient Mechanical ventilation to control humidity in dwellings and to provide minimum air changes per hour of fresh air in accordance with the latest edition of the National Building Code.
- .7 Provide mechanical ventilation for each unit in accordance with the latest edition of the National Building Code. Design to eliminate transference of odours between suites; ensure no interconnection of ventilation systems between suites.
- .8 Provide mechanical exhaust ventilation to control humidity in bathrooms. Minimum effective exhaust rate to be 90 CFM, 4.0 sones.
- .9 Provide vent to exterior for laundry dryer and protect from back draft.
- .10 Timers/energy efficient motors on HVAC.
- .11 No mechanical or electrical equipment to be installed on suite party walls.
- .12 Boiler system to be designed in a manner to avoid the necessity to employ a stationary engineer.
- .13 Provide range hoods, 220 cfm, 4.5 sones.
- .14 Provide a separate price for a full sprinkler system.
- .15 Provide motion sensors for mechanical room lighting.

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7. GUIDELINES FOR BUILDING COMPONENTS AND SYSTEMS (continued)

- .16 Mechanical systems (Heating, Ventilation and Plumbing) are to be designed under Part Nine of the National Building Code. Systems will be basic, simplistic and non-complex in design, commensurate with local maintenance expertise, and for ease of troubleshooting and repair.
- .17 Provisions will be made for freeze protection of water supply, heating and drainage piping in a heated chase from the mechanical room to each apartment unit. Heat trace may only be used as an emergency backup.
- .18 All aspects of the mechanical systems will be designed to be easily maintained.
- .19 Canvas wrap pipe insulation shall be installed on the hot water piping in the mechanical room and chase.
- .20 Provide mechanical ventilation for each unit in accordance with the latest edition of the National Building Code. Design to be such that transference of odours between suites is not possible.
- .21 Provide sufficient Mechanical ventilation to control humidity and CO² in dwellings and to provide minimum air changes per hour of tempered fresh air in accordance with the latest edition of the National Building Code.
- .22 Provide for mechanical exhaust ventilation, ultra-quiet models, to control humidity and odour at the source, in each of the bathrooms and above electric ranges. Minimum effective exhaust rates to comply with NBC.
- .23 Provide vent to exterior for laundry dryer and protect from back draft
- .24 Mechanical systems will be designed to optimize and conserve water and energy (electricity and heat) to minimize building operating cost as well as environmental impact.
- .25 Energy efficiency will be considered when choosing pumps, motors, boilers, hot water makers, piping insulation, ventilators, plumbing fixtures, etc.
- .26 All water closets shall be of low flow design.
- .27 Boiler system to be designed in a manner to avoid the necessity to employ a stationary engineer.
- .28 All domestic hot water will be produced and stored in two independent indirect fired hot water makers, connected to a common header. Both will be located in the mechanical room, and connected to a hot water recirculation system capable of providing instant hot water to all apartments on demand. Heat for the hot water makers will come from the boilers.

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7. GUIDELINES FOR BUILDING COMPONENTS AND SYSTEMS (continued)

- .29 The above ground, exterior fuel oil storage tanks will have built in leak detection and be designed with integral secondary containment, and will be capable of gravity feed to the oil burners. Provide convenient and easy access for fuel trucks under both summer and winter conditions.
- .30 An alarm with an auto dialer will be incorporated which will monitor the heating system temperature and circulation as well as the electrically heat traced potable water supply piping connecting the building to water main.
- .31 Provide two completely independent adequately sized oil fired hydronic boilers (Weil Mclein), tied to a common header, each with shut off valves for individual isolation to aid in servicing.
- .32 Glycol make up system to be equipped with auto/manual pump and holding tank.
- .33 All installations will be done to the highest industry standard.
- .34 Isolation valves are to be provided for all mechanical equipment and devices.
- .35 All mechanical systems and parts thereof will be designed and appropriately sized by a competent, certified mechanical systems designer.
- .36 Parts and materials will be appropriately certified for their use within Canada, i.e. CSA and ULC
- .37 Provide emergency lighting in the mechanical room and provide piping and valve identification.
- .38 Avoid lift stations.

7.4 ELECTRICAL AND COMMUNICATION SYSTEMS

- .1 The installation of the electrical and communication system shall comply with the requirements of the local power authority, local telephone authority, local cable television authority, latest edition of the Canadian Electrical Code and the National Building Code, CMHC, all municipal laws, rules and ordinances to the satisfaction of the inspection authority having jurisdiction and the NHC.
- .2 All lighting levels shall conform to the latest minimum requirements as established by the Illuminating Engineering Society.
- .3 Other requirements include:
 - 1. Individual electrical power metering for each dwelling unit and one power meter for the mechanical room and common lighting;

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7. GUIDELINES FOR BUILDING COMPONENTS AND SYSTEMS (continued)

2. A separately switched receptacle for a living room lamp;
 3. The bathroom fan shall be controlled by a switch separate from that which controls the bathroom light fixture;
 4. Energy efficient, compact fluorescent interior lighting;
 5. Energy efficient, high or low pressure sodium exterior lighting with photocell control;
 6. Energy efficient, Energuide rated appliances with maximum electrical power consumptions of 800 kwh per year;
 7. 31 inch wide frost free refrigerator, GE, GTH16BBXRWW or approved equivalent, white in colour with correct door swing;
 8. 30 inch wide range, GE, JCBP400DTWW or approved equivalent, white in colour;
 9. Central control for HRV placed at a location to prevent tampering and wired to the bathroom circuit.
 10. Computer wiring to bedrooms.
- .4 Electrical system to be designed and installed in such manner as to minimize penetrations through the vapour barrier. All penetrations must be sealed.

8. DOCUMENTATION REQUIRED FOR PROPOSAL SUBMISSION

NOTE: Faxed drawings are not acceptable and will not be evaluated for area requirements.

.1 Site Plan and/or Building Configuration Plan.

Site Plans are to include the following information:

1. The direction of north;
2. The setback requirements;
3. The location of the building dimensioned from property lines;
4. The similarly dimensioned location of all other buildings; proposed or existing on the property;
5. The location of driveways and parking and vertical elements to define driveways and parking areas;
6. The overall dimensions of the buildings;
7. The location of the mechanical rooms;
8. Utilidor access vaults and laterals for utilidor water and sewer lines;
9. Fuel tanks and access driveway for fuel delivery;
10. Legal description;
11. Existing topography;
12. Drainage of site;
13. Culverts;
14. Finished grade elevations related to the crown of the adjacent right-of-way;
15. Power poles;
16. Power, telephone and cable television masts;
17. Location of garbage boxes or garbage enclosure;
18. Area for snow piling;
19. Storage areas;
20. Pedestrian links for all entrances and to the walking trail.

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8. DOCUMENTATION REQUIRED FOR PROPOSAL SUBMISSION (continued)

.2 Preliminary Floor Plan Drawings

Each floor plan drawing is to be drawn to a scale 1/4 inch = 1 foot-0 inches or 1:50 metric and include the following information:

1. The dimensioned layout of each configuration being offered as well as the common mechanical room;
2. The identification of all rooms;
3. Window and door location and size;
4. Kitchen layout with appliances identified;
5. Location and layout of laundry area with appliances identified
6. Bathroom layout;
7. Suggested furniture layouts for dining rooms, living rooms and bedrooms.

.3 Preliminary Elevation Drawings

Elevation drawings are to be drawn to a scale of 1/4 inch = 1 foot-0 inches or 1:50 metric. Front, rear and end elevations are required. Elevation drawings are to include the following:

1. Slope of the roof;
2. Finished grade in relation to ground floor;
3. Doors and windows;
4. Finishes;
5. Steps and landings.

.4 Preliminary Building Section Drawings

Clearly indicate on the building section or in an outline specification the construction and R-value of all roof, wall and floor assemblies. Where applicable also indicate the construction, S.T.C. rating and fire rating of party walls, fire walls and floor assemblies.

.5 Outline Specifications describing the following:

1. Window and door systems;
2. Kitchen and bath cabinets;
3. Interior and exterior finishes.

.6 The Outline Specification is also to describe the foundation system and major structural components.

.7 Preliminary Mechanical Drawings and Specifications describing the following:

1. The hydronic heating system;
2. Type of domestic hot water heating;
3. Mechanical ventilation system;
4. Energy efficiency features;
5. Mechanical room layout;
6. Utilidor connections.

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8. DOCUMENTATION REQUIRED FOR PROPOSAL SUBMISSION (continued)

.8 Outline Specifications describing the following:

1. Light fixtures;
2. Appliances complete with Energuide rating;
3. Energy efficiency features;
4. Door hardware;
5. Bathroom specialties;
6. Floor coverings.

9. TECHNICAL REQUIREMENTS AFTER CONTRACT AWARD

1. The successful proponent will be required to make any revisions to their proposal, as required by the Nunavut Housing Corporation, to comply with this document, applicable codes and regulations and any additional Nunavut Housing Corporation requirements.

The successful proponent shall, in addition to the drawings and specification submitted, provide the following for review in accordance with the schedule and prior to any material purchase.

- .1 Architectural Working Drawings in PDF
- .2 Structural Working Drawings in PDF

Common light wood frame construction detailing is not required. The intent is to show all foundation and structural post and beam construction. Structural Drawings are to include the following:

1. The seal and signature of the professional and structural engineer responsible for structural design;
2. The dimensions, location and size of all structural members and connections;
3. The dimensions, location, size and detail of all components of the foundation design.

- .3 Mechanical Working Drawings in PDF

Mechanical Drawings are required to include the following information:

1. Heating layout;
2. Plumbing layout;
3. Mechanical ventilation layout;
4. Fuel tank location and size;
5. Mechanical room layout;
6. All metering equipment locations;
7. Mechanical legend;
8. System control description;
9. Equipment and material specifications.

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9. TECHNICAL REQUIREMENTS AFTER CONTRACT AWARD (continued)

.4 Electrical Working Drawings in PDF

Electrical Drawings are required to include the following information:

1. Electrical floor plan showing location of switches, receptacles, light fixtures, telephone and cable television outlets, panels and service entrance gear and any mechanical equipment requiring electrical connection and control;
2. Light fixture schedule;
3. Panel schedule;
4. Electrical legend;
5. Service entrance elevation and/or single line schematic including system grounding information;
6. Meter control schematics.

.2 In addition to the drawings, specifications and product literature, shop drawings are required for the following components:

.1 Building Envelope:

1. Exterior cladding and roofing;
2. Interior floor, wall and ceiling finishes;
3. Window samples;
4. Door hardware;
5. And all other shop drawings requested by NHC.

.2 Mechanical:

1. Major components of heating system;
2. Major components of plumbing system;
3. Plumbing fixtures;
4. Mechanical ventilation components;
5. Metering components if applicable;
6. Mechanical system description.

.3 Electrical:

1. Light fixtures;
2. Appliances complete with Energuide rating.

.3 To ensure conformity with this Proposal Call, it is recommended that working drawings, specifications, product literature and shop drawings be submitted to the Nunavut Housing Corporation for review and acceptance at the 70% and 100% completion phases of the working drawings.

Final Drawings are to be submitted to and approved by the Fire Marshal/Safety Division prior to final review and acceptance by the Nunavut Housing Corporation and subsequent construction.

Final Drawings are to be submitted to and reviewed by the Nunavut Housing Corporation in accordance with the schedule made part of this Request for Proposals.

June 2013

9. TECHNICAL REQUIREMENTS AFTER CONTRACT AWARD (continued)

Five complete 2' x 3' sets of final (approved) working drawings and specifications must be submitted to the Nunavut Housing Corporation.

As-built drawings will be required prior to the release of final payment.

10. INSPECTION

- .1 The Contractor shall contact the Qikiqtaaluk Technical Manager located in Cape Dorset, Nunavut to arrange for a pre-construction meeting to be held prior to the commencement of the Work. Two such meetings are required, one in 2013 and one in 2014.
- .2 Inspections by NHC are required, and the Contractor must obtain a certificate of inspection from NHC, at the following critical stages of construction:
 - .1 Completion of engineered fill if required;
 - .2 Completion of foundation;
 - .3 Completion of all framing;
 - .4 Rough in of plumbing, mechanical and electrical installations;
 - .5 Completion of all insulation and vapour barrier;
 - .6 Completion of plumbing and electrical installation;
 - .7 Interim completion;
 - .8 Final completion.
- .3 In addition to the above noted mandatory inspections a blower door test (at a maximum of 1.0 air changes per hour at 50 Pascals) and an infrared scan will be required prior to turnover and acceptance. Deficiencies in these two tests must be remedied at no additional cost to the NHC. Passing the air leakage test will not relieve the contractor from making any and all repairs to the air and/or vapour barrier.
- .4 It is the Contractor's responsibility to notify NHC in writing and request these inspections at least seven (7) working days in advance, and to schedule the inspection on a working day.
- .5 If the contractor covers any work without the authority of NHC the contractor, if required, shall remove and replace the covering for inspection purposes at his expense.
- .6 NHC may from time to time black out periods where no inspection will be performed by NHC. NHC will notify contractors 15 days in advance of any such period. It will be the contractor's responsibility to adjust work schedules at no additional cost to NHC.
- .7 The building shall be turned over to NHC with the fuel storage tank full of fuel oil; the cost of which is to be included in the cost of the building.

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11. PERMITS

It is the responsibility of the successful proponent to apply and pay for all permits including but not limited to development, building, electrical and occupancy permits and to satisfy all authorities having jurisdiction throughout the permitting processes.

END OF TECHNICAL AND AREA REQUIRMENTS



TASILIK



Lots 1, 2, & 3 – NHC Development Proposal – Walking routes



June 2013

MANDATORY PROPOSAL FORM

REQUEST FOR PROPOSAL "RFP DSSE IQ 30"

(Proponents are to include this form {completed} with their proposal.)

COMPANY NAME : _____

ADDRESS : _____

: _____

: _____

AUTHORIZED SIGNATURE : _____

PRINT NAME : _____

TITLE : _____

TELEPHONE NUMBER : _____

FACSIMILE NUMBER : _____

E-MAIL ADDRESS : _____

DATE : _____

May 2013

PROPOSAL RATING SCHEDULE

(This form will be completed by NHC)

Item	Rating Criteria	Unit Points Awarded (A)	Assigned Weight (B)	Total Points (A) x (B) = (C)
1	Response to Technical Requirements		30	
2	Proponent's Profile, Credentials and Personnel		20	
3	Cost (adjusted for Inuit/Nunavut content)		25	
4	Relevant Northern Experience		10	
5	Inuit Content	Inuit Employment		10
		Inuit Ownership		5
PROPONENT: _____			TOTAL:	

Comments: _____

Committee Member: _____ **Date:** _____

<p>LEGEND:</p> <p>A – Evaluation Points Awarded B – Weighting Factor C – Sub-Total Weighted Score (A times B)</p>	<p>RATING POINTS:</p> <p>Poor 1 - 3 points Fair 4 - 6 points Good 7 - 8 points Excellent 9 - 10 points</p>
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May 2013

1. AMOUNT PAYABLE TO THE CONTRACTOR

- .1 The NHC shall pay the Contractor the amount stated in the Pro Forma Agreement. This amount may be increased or decreased by change order(s). A ten percent (10%), or (5% if bonded) retention will be applied to each payment as noted on the "Request for Contract Payment Form" made part of this RFP.

Also refer to "Guarantee Warranty" in the Pro-Forma Agreement.

2. TIME AND METHOD OF PAYMENT

- .1 For the purposes of this Term of Payment, "payment period" means a period of 30 consecutive days for contractors not registered under the NNI and 20 consecutive days for contractors registered under the NNI.
- .2 The Contractor must submit a statutory declaration at the Interim and Final acceptance stages.

3. DOCUMENTATION REQUIRED FOR PAYMENT

- .1 The Contractor must submit the required supporting documentation listed below on the forms provided and in a form acceptable to the NHC. The payment period will not commence until the documentation has been determined to be complete and accepted by the NHC. Should these Supplementary Terms of Payment conflict in any way with the Terms of Payment, the Terms of Payment shall govern.

Contractors must use the forms supplied at the pre-construction meeting; contractor computer generated forms will not be accepted.

- .2 Documentation Required Prior to Commencement of the Work:
- i. Original Certified Copy of Insurance;
 - ii. Contract Security;
 - iii. Construction Schedule;
 - iv. Evidence of an established account with WSCC.;
 - v. Copies of Trade Certificates;
 - vi. Safety Policy or Safety Program;
 - vii. Training Plan;
 - viii. Letter of Full Disclosure.
- .3 Documentation Required for First Labour Payment:
- i. Request for Contract Payment Form;
 - ii. Description of Contract Work for Each Structure (note that this form is accumulative);
 - iii. Employment Sheet and Proof of Payroll;
 - iv. Actual Monthly Costs Form and receipts;
 - v. Local and Nunavut Employee Verification and Consent Forms.*
- * Local and Nunavut Employee Verification and Consent Forms are required to be submitted once only for each local / Nunavut employee.
- .4 Documentation Required For Subsequent Labour Payments Prior to Interim or Final Payment:
- i. Request for Contract Payment Form;
 - ii. Description of Contract Work for Each Structure;

May 2013

3. DOCUMENTATION REQUIRED FOR PAYMENT (continued)

- iii. Employment Sheet and Proof of Payroll;
 - iv. Actual Monthly Costs Form and receipts.
- .5 Documentation Required Prior to Application for Interim or Final Payment (whichever comes first):
- i. Combustion Efficiency Tests;
 - ii. Declaration of Testing, Flushing and Disinfecting.
- .6 Documentation Required For Interim/Final Payment
- i. Request for Contract Payment Form;
 - ii. Description of Contract Work for Each Structure;
 - iii. Statutory Declaration;
 - iv. Employment Sheet and Proof of Payroll;
 - v. Actual Monthly Costs Form and any outstanding receipts;
 - vi. Evidence of "Good Standing" with WSCC;
 - ix. Interim or Final Statutory Declaration;
 - x. Summaries and copies of invoices for General and Subcontractors to include southern/other.

4. PAYMENTS NOT BINDING

- .1 Payments shall not be construed as an admission by the NHC that the work or the material or any part thereof is complete, is satisfactory, or is in accordance with the Contract.
- .2 The NHC may withhold payment upon receiving notice of any claim or lien under the:
- i. Mechanics Lien Act
 - ii. Labour Standards Act
 - iii. Wages Recovery Act
 - iv. Workers Compensation Act
 - v. Income Tax Act
 - vi. Unemployment Insurance Act

5. CHANGE ORDERS

- .1 Change Orders are to be indicated on the Request for Contract Payment Form only after they are approved by the NHC and received by the Contractor.
- .2 Contractors are not to invoice separately for Change Orders.
- .3 All changes to the contract must be documented by Change Order.
- .4 All Change Orders must be based on detailed and documented costs for material, plant and labour.

6. RELEASE OF HOLDBACK

- .1 The amount retained shall be paid to the Contractor 60 to 90 days after payment of the Contractor's final invoice.

REQUEST FOR PROPOSALS
2013-2014 and 2014-2015
PUBLIC HOUSING PROGRAM - 30 UNITS
IQALUIT, NUNAVUT
DESIGN, SUPPLY, SHIP AND ERECT

TERMS OF
PAYMENT
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May 2013

7. PROGRESS REPORT AND PAYMENT THEREUNDER NOT BINDING ON THE NUNAVUT HOUSING CORPORATION

- .1 Any payment made by the Nunavut Housing Corporation, pursuant to these Terms of Payment shall not be construed as an admission by the Nunavut Housing Corporation, that the Work, material or any part thereof is complete, is satisfactory or is in accordance with the contract.

8. PAYMENT IN EVENT OF TERMINATION

- .1 If the contract is terminated the Nunavut Housing Corporation, will pay the Contractor the amount that is lawfully due and payable to the Contractor as soon as is practicable under the circumstances.

END OF TERMS OF PAYMENT

NUNAVUT HOUSING CORPORATION

REQUEST FOR CONTRACT PAYMENT FORM

DESIGN, SUPPLY, SHIP AND ERECT IQALUIT 30 UNITS

CONTRACTOR'S NAME & ADDRESS:		CONTRACT NUMBER	REQUEST NUMBER
FINANCIAL CODE:			
NATURE OF WORK: Design, Supply, Ship and Erect 33 Units Public Housing Iqaluit, Nunavut		DIRECT DEPOSIT INFORMATION BANK: TRANSIT: ACCOUNT:	
ORIGINAL CONTRACT AMOUNT \$	*INCREASES \$	*DECREASES \$	REVISED CONTRACT AMOUNT \$

*Change Orders must be approved by the NHC and received by the Contractor before listing above.

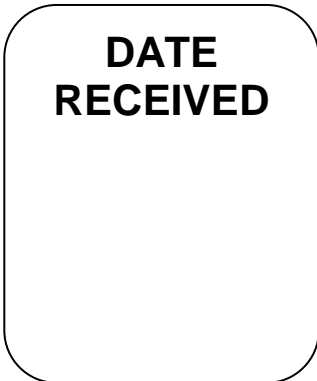
PROGRESS CLAIM (to be completed by the Contractor)

LINE 1	Total claims to date (including this claim)	LINE 1	
LINE 2	Previous claims (total of line 3 from all previous claims)	LINE 2	
LINE 3	This claim (line 1 minus line 2)	LINE 3	
LINE 4	Plus GST (5% of line 3)	LINE 4	
LINE 5	Holdback (10% of line 3 - 5% if bonded)	LINE 5	
LINE 6	Payment due (line 3 plus line 4 minus line 5)	LINE 6	

This claim is submitted in accordance with the Terms of Payment of the above noted contract.

Contractor's signature: _____ Date: _____

FOR NHC USE ONLY



CERTIFICATION:

This is to certify that the value of the work completed is in accordance with the Terms and Conditions of the Contract, or if not specified by the Contract, are reasonable, and that no item on this account has been previously certified.

CDO Technical: _____ DATE: _____

District Mgr. Technical: _____ DATE: _____

District Controller: _____ DATE: _____

NUNAVUT HOUSING CORPORATION

2013-2014 and 2014-2015 PUBLIC HOUSING PROGRAM

DESCRIPTION OF CONTRACT WORK

DESIGN, SUPPLY, SHIP AND ERECT IQALUIT 30 UNITS

COMPLETE THIS FORM TO DATE OF REQUEST FOR CONTRACT PAYMENT,

NOT FOR 30 DAY PAYMENT PERIOD. THIS FORM IS CUMULATIVE.

NOTE: THE "CONSTRUCTION COMPONENTS" NOTED BELOW COULD VARY DEPENDING ON FINAL DESIGN AND ONE DESCRIPTION OF CONTRACT WORK MAY BE USED FOR EACH OF THE STRUCTURES

FINANCIAL CODE:		REQUEST NO:		DATE:	
CONTRACTOR:		CONTRACT NO:			
COMMUNITY: IQALUIT 30 UNITS DSSE		LOT NO:		PAGE 1 OF 1	
	CONSTRUCTON COMPONENTS	% OF CONTRACT PRICE	CONTRACT PRICE BY COMPONENT	TOTAL % COMPLETE TO DATE	TOTAL \$ PROGRESS TO DATE
		100%	\$ -		
1	Design	5.00%	\$0.00	0.00%	\$0.00
2	Steel Pile Foundations and Beams	3.00%	\$0.00	0.00%	\$0.00
3	Utilidor Laterals	1.00%	\$0.00	0.00%	\$0.00
4	Gravel Pad, Driveway and Parking	3.00%	\$0.00	0.00%	\$0.00
5	Floor Framing	5.00%	\$0.00	0.00%	\$0.00
6	Floor Insulation, Air Barrier, and Soffit	4.00%	\$0.00	0.00%	\$0.00
7	Exterior Wall Assembly, Exterior Stairways and Landings *	6.00%	\$0.00	0.00%	\$0.00
8	Roof Framing, Sheathing, Metal Roof, Flashings	5.00%	\$0.00	0.00%	\$0.00
9	Exterior Doors, Windows	4.00%	\$0.00	0.00%	\$0.00
10	Interior Partitions, Flooring Underlay	4.00%	\$0.00	0.00%	\$0.00
11	Insulation and Vapour Barrier (walls and ceilings)	6.00%	\$0.00	0.00%	\$0.00
12	Rough-in Heating and Ventilation	5.00%	\$0.00	0.00%	\$0.00
13	Rough-in Plumbing	5.00%	\$0.00	0.00%	\$0.00
14	Rough-in Electrical	5.00%	\$0.00	0.00%	\$0.00
15	Drywall Installation	5.00%	\$0.00	0.00%	\$0.00
16	Drywall Taping and Plastering	5.00%	\$0.00	0.00%	\$0.00
17	Interior Doors, Jambs, Millwork Including Shelving	4.00%	\$0.00	0.00%	\$0.00
18	Interior Painting and Staining	4.00%	\$0.00	0.00%	\$0.00
19	Finish Flooring	4.00%	\$0.00	0.00%	\$0.00
20	Cabinets, Countertops, Vanity and Tub Enclosure	4.00%	\$0.00	0.00%	\$0.00
21	Electrical Finish	3.00%	\$0.00	0.00%	\$0.00
22	Plumbing, Heating and Ventilation Finish	3.00%	\$0.00	0.00%	\$0.00
23	Installation of Appliances	1.00%	\$0.00	0.00%	\$0.00
23	Interior and Exterior Cleaning	3.00%	\$0.00	0.00%	\$0.00
24	Sidewalks and Driveway and Parking Delineation	2.00%	\$0.00	0.00%	\$0.00
25	Final Gravel Topping and Grading	1.00%	\$0.00	0.00%	\$0.00
	TOTAL - ORIGINAL CONTRACT	100.00%	\$ -		\$ -
	* Exterior Wall Assembly Includes Air Barrier & Siding				
CHANGE ORDERS					
1			\$ -		\$ -
2			\$ -		\$ -
3			\$ -		\$ -
4			\$ -		\$ -
5			\$ -		\$ -
	TOTAL		\$ -		\$ -

Inspector's Signature

Date

Contractor's Signature

Date

May 2013

CERTIFICATE OF COMPLETION STATUTORY DECLARATION

THE MATTER OF a contract bearing

between the Nunavut Housing Corporation and

(Insert full name of contractor)

herein the Contractor,

for

(briefly describe the work to be performed)

dated the _____ day of _____,

and

IN THE MATTER OF the Certificate of Completion relating thereto

TO WIT:

I, _____ of _____
(print or type full name of declarant) (declarant's city of residence)

DO SOLEMNLY DECLARE:

(1) That I am

(print or type declarant's position or title with the Contractor or state that the declarant is the Contractor)

And as such have a personal knowledge of the said contract and of the facts and matters stated herein.

(2) That all assessments and levies under The Unemployment Insurance Act, The Workers' Compensation Act or other social or labour legislation in respect of the said contract have been fully paid:

(3) That all subcontractors, labourers and suppliers of materials and equipment whatsoever who have entered into agreements to supply goods or services which have been incorporated into the construction of this project have been fully paid except for contractual holdbacks and the further amount(s), if any, which is (are) listed below which is (are) being withheld from the subcontractor(s) listed herein, due to legitimate dispute(s) arising out of the performance, or lack of performance, of the work by the listed subcontractor(s).

Amount(s) in Dispute

Subcontractor(s)

and Being Withheld

_____	_____
_____	_____
_____	_____

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DECLARATION
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and the following amounts, if any, which are being withheld pending payment to the Contractor by the Nunavut Housing Corporation.

Subcontractor(s)	Amount(s) Being Withheld
_____	_____
_____	_____
_____	_____

And I make this SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the LAWS OF CANADA and NUNAVUT.

DECLARED before me at _____ this _____ day of _____.

_____ (Signature of Declarant)

_____ (Signature of person before whom declaration is made)

_____ (Print name of person before whom declaration is made)

A Notary Public, Commissioner, etc. _____
(please state clearly authority for receiving solemn declarations - notaries to affix notary seal)

NOTE 1 Where the Contractor is a corporation or a partnership, declarant's position in the corporation or partnership, and the corporation or partnership name should be clearly shown in No. 1.

NOTE 2. Where the Contractor is an individual, that person must make the declaration. Where the Contractor is a partnership the declaration must be made by one of the partners. Where the Contractor is an incorporated company, the declaration must be made by the President, Vice-President, Secretary Treasurer or a Director. If any other person makes the declaration, two copies of the by-law issued under the corporation seal, authorizing the individual to execute documents must be submitted with the first declaration of each contract.

If this declaration is not complete in every detail, it will be returned for completion and payment will be delayed.

The following section of the Criminal Code of Canada is hereby brought to the attention of the Declarant:

122. Everyone who, not being a witness in a judicial proceeding but being permitted, authorized or required by law to make a statement by affidavit, by solemn declaration or orally under oath, makes in such statement, before a person who is authorized by law to permit it to be made before him, an assertion with respect to a matter of fact, opinion, belief or knowledge, knowing that the assertion is false, is guilty of an offense and is liable to imprisonment for fourteen years.

122.1 (1) Everyone who, not being specially permitted, authorized or required by law to make a statement by affidavit, by solemn declaration or orally under oath, makes in such a statement, before a person who is authorized by law to permit it to be made before him, an assertion with respect to a matter of fact, opinion, belief or knowledge, knowing that the assertion is false, is guilty of an offense punishable on summary conviction."